

**LOCAL MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNITED STATES POSTAL SERVICE**

**STATEN ISLAND, NEW YORK**

**AND**

**NATIONAL ASSOCIATION OF LETTER**

**CARRIERS, AFL-CIO**

**STATEN ISLAND BRANCH 99**

**2019—2023**

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# ARTICLE 8—HOURS OF WORK

## WORK SCHEDULES

- A. A full-time regular carrier called into work on a non-scheduled day must be given his/her full-time duty assignment even though the assignment is usually worked by a T-6 or utility carrier on the full-time regular carrier's non-scheduled day. The utility carrier will be placed on a vacant assignment within his/her string. To enable the utility carrier to achieve the essence of his/her bid assignment, he/she will be allowed to displace an employee who has opted to cover an assignment under the provisions of Article 41 Sections 2.B.3, 4 and 5 (hold down) as long as such route is one of the utility carrier's string of routes and if none of the other routes in his/her string are available. An employee on a hold down who is called in on his/her non-scheduled day shall not displace the regular utility carrier.
- B. All full-time letter carriers and routers, excluding collectors, will be on a rotating days-off schedule.
- C. Qualified career substitute carriers shall be permitted to exchange Sunday assignments with prior supervisory approval.
- D. Letter carriers called for jury duty may, at their option, request a Monday through Friday work week. However, if it is known that a carrier's non-scheduled day will not coincide with jury duty service, this provision shall not apply.

## OVERTIME

Overtime desired lists shall be established for each section. The sections for the purpose of overtime desired lists are defined as follows: St. George, Port Richmond, Mariner's Harbor, Stapleton, Rosebank, New Dorp, Tottenville, Great Kills, Prince's Bay, West New Brighton, Eltingville, Main Post Office (MPO), and Collectors. Carriers assigned to the MPO may be used to cover open assignments in the Collector Section. Carriers on undertime in the Collector Section may be used to work in the MPO Section, provided that the collector-floater is not bumped by a non-scheduled collector into an undertime situation.

## SUPPLEMENTAL

Letter carriers shall perform required work only on official time.

## **ARTICLE 8—HOURS OF WORK (Continued)**

### **WASH-UP**

Carriers shall be entitled to a three (3) minute wash-up immediately prior to their lunch break and another three (3) minute wash-up immediately prior to their end of tour. Additional time shall be granted if needed to deal with a specific dirty situation or if the wash room is far from the work room floor.

# **ARTICLE 10—LEAVE**

## **PLANNING AND CHOICE OF VACATION PERIOD**

A. The employer shall, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full period of the calendar year.

B. Management shall post notification for all carriers by the second week in January of the beginning and ending dates of the choice vacation period.

C. Upon determination of the quotas for each section, leave program forms indicating the leave periods and quotas shall be passed throughout the carrier workforce within each section, by seniority. Each carrier shall indicate his/her selections on the leave program form. The sections for the purpose of vacation picks shall be the same as defined under Article 8 "Overtime".

D. The finalized leave program shall be initialed in the presence of a Section Manager and posted on a carrier bulletin board by February 28 of each year. This posting will constitute management's approval for the full vacation year. Management will supply the President, NALC, with a copy of the finalized approved leave for each section.

1. Requests for annual leave in January or February of the calendar year must be submitted on a Form 3971 no later than December 15 of the preceding calendar year. Each week must be represented by a separate form 3971, and in the case of multiple requests, each form 3971 will be numbered according to preference. All annual leave granted by such requests shall be charged to the non-choice selections for said year. Seniority within the Sections shall determine the successful bidder.

2. After December 15, and before the vacation selection process has been completed, any weeks available in the months of January and February may be requested by a carrier. Such request shall be made on form 3971 and shall be awarded on a first come basis (as indicated in Section M below), provided the requested is submitted by Tuesday of the week prior to the week requested. Any weeks awarded under this provision shall count towards the carrier's non-choice total for the year. Only carriers entitled to non-choice picks are eligible under this provision.

## ARTICLE 10—LEAVE (Continued)

E. The duration of the choice vacation period shall be twenty-three (23) weeks beginning with the first full week in May of each year.

1. The non-choice vacation period shall be the remainder of the year excluding the choice vacation period and excluding a three week period starting with the first Monday that occurs December 4 or later. The first week of the non-choice vacation period shall be the first week of the leave year. The last week of the non-choice vacation period shall be the week preceding the first week of the following leave year.

F. The maximum number of carrier craft employees afforded an opportunity for annual leave during the choice vacation period will be determined by dividing the length of the choice vacation period into the total number of carrier craft employees' (including CCAs and PTFs) annual leave weeks (earned) in conformance with Article 10, Section 3(d) (1 and 2) of the National Agreement. CCAs shall be entitled to one (1) selection during the choice period. In the event PTFs are made in, or transfer to, the installation, they shall be included in the planning based on the number of annual weeks they earn.

1. The maximum number of carrier craft employees afforded an opportunity for annual leave during the non-choice vacation periods in each section will be determined by the following formula:

Weeks of President's Day and Thanksgiving	10%
Remainder of weeks during non-choice	6%

2. The calculations will be made for each section and based on the number of regular carriers assigned to that station. The result will be rounded off and applied to the respective weeks. The minimum number of carriers afforded an opportunity per week in the Collector Section shall be two (2) in the choice period and one (1) in the non-choice period. The minimum number of carriers afforded an opportunity per week in the remaining sections shall be one (1) during both the choice and non-choice periods. Additional picks in some weeks shall be added as necessary to assure sufficient picks to cover annual leave earned that year in both the choice and non-choice periods in each section. The specific weeks with additional picks will be the first weeks of the higher number that are picked (For example, a station that has 3 picks for most weeks but 4 picks for 6 weeks, the first six weeks that receive 4 picks will close out the 4 pick weeks and the remainder of weeks shall be at 3 picks). Carriers who earn thirteen (13) days per year of annual leave will receive two (2) choice weeks (picks) only. Carriers who earn twenty (20) days per year will receive three (3) choice weeks and one (1) non-choice week. Carriers who earn twenty-six (26) days per year will receive three (3) choice weeks and two (2) non-choice weeks. A carrier scheduled to graduate from thirteen days to

## ARTICLE 10—LEAVE (Continued)

twenty days, or from twenty days to twenty-six days, shall receive the higher number of picks if that carrier is scheduled to do so before July 1 of that calendar year.

### 3. Sample calculations:

The following examples are included to facilitate the determination of the number of carriers in each section allowed to select vacation per week. In order to determine the actual number of weeks each carrier earns per year, it is necessary to obtain separate listings of all regular carriers and PTFs assigned to each section, sorted by and including their respective Leave Computation Dates (LCD). Separate listings of CCAs assigned to each section (as indicated by PS form 50), and sorted by relative standing date, is also necessary. There are a total of 23 vacation weeks in the choice period and 26 weeks in the non-choice period, leaving 24 non-choice weeks excluding Presidents' and Thanksgiving weeks.

#### Station 1:

# of carriers (regulars & PTFs)	52
# of CCAs (allowed 1 week)	10
# of carriers earning 13 days	4
# of carriers earning 20 days	21
# of carriers earning 26 days	27

Choice Period:  $((27*3) + (21*3) + (4*2) + (10*1)) / 23 = 7.04$  (round off and convert fraction to number of weeks getting an extra pick) = 22 weeks of 7 picks per week and one week (.04\*23=1) of 8 picks per week.

Non-Choice Picks Earned:  $(27*2) + (21*1) = 75$ .

Presidents' & Thanksgiving Weeks (10%):  $52*.10 = 5.2 = 5$  picks/week (round off).

Tentative Remaining Non-Choice (6%):  $52*.06 = 3.12 = 3$  picks/week (round off).

$(24 \text{ weeks} * 3 \text{ picks/week}) + (2 \text{ weeks} * 5 \text{ picks/week}) = 82$  picks, which is sufficient to cover the 75 picks earned, so the tentative remaining Non-Choice number is used.

## ARTICLE 10—LEAVE (Continued)

Station 2:

# of carriers (regulars & PTFs)	22
# of CCAs (allowed 1 week)	3
# of carriers earning 13 days	1
# of carriers earning 20 days	11
# of carriers earning 26 days	10

Choice Period:  $((10*3) + (11*3) + (1*2) + (3*1))/23 = 2.95 = 3$  picks per week (round off).

Non-Choice Picks Earned:  $(10*2) + (11*1) = 31$ .

Presidents' & Thanksgiving Weeks (10%):  $22*.10 = 2.2 = 2$  picks/week (round off).

Tentative Remaining Non-Choice (6%):  $22*.06 = 1.32 = 1$  pick/week (round off).

$(24 \text{ weeks} * 1 \text{ pick/week}) + (2 \text{ weeks} * 2 \text{ picks/week}) = 28$  picks, which is insufficient to cover the 31 picks earned, so some weeks need to be increased to compensate ( $31 - 28 = 3$  weeks).

Remaining Non-Choice: 21 weeks = 1 pick per week, 3 weeks = 2 picks/week, plus Presidents' & Thanksgiving week = 2 picks/week.

G. Employees shall, at their option, pick their whole vacation at one time, according to seniority (installation-wide seniority within section).

H. Employees may pick two (2) selections in the choice vacation period in units of either one (1) week or two (2) weeks, the total not to exceed three (3) weeks for category 8 and 6 groups and two (2) weeks for category 4 groups.

1. Annual leave used to attend the NALC national or state conventions shall not be part of the total choice vacation plan provided that the total number of delegates does not exceed seven (7) for a period of one (1) week.



## **ARTICLE 10—LEAVE (Continued)**

2. If a carrier is called for jury duty during his/her choice vacation period, he/she shall be granted another available pick during the choice period.
3. Carriers becoming ill while on annual leave may have leave changed to sick leave upon request. Carriers shall be allowed to have another available selection during the choice period.
4. There shall be no exchanging of leave.
5. Carriers transferring from one section to another will retain what annual leave they selected prior to transferring.
6. Military leave will not count as part of carrier's selection for the choice period, nor will it count against the Branch's quota for the choice period, and he/she shall be eligible for another available choice period.

### **I. Vacation weeks shall begin on a Monday and end on a Sunday.**

1. For the purpose of availability for work, a carrier who has non-scheduled days or a holiday immediately preceding or following a vacation week (for example: Friday, Saturday and Sunday before, or holiday and Tuesday after) shall be considered unavailable for work for the entire consecutive period.
2. A carrier on the overtime desired list may designate in writing to his/her supervisor his/her availability for work during any non-scheduled day during this consecutive period and shall be given equal consideration for overtime work on these days.
3. Any carrier may designate in writing to his/her supervisor his/her availability for work on a holiday schedule during this consecutive period and shall be given equal consideration for the work on such a day.

J. Any vacation week that had been closed and is vacated as a result of retirement, dismissal, voluntary vacating, resignation, death or transfer outside of the installation, shall be filled on a seniority basis within section, starting with the first carrier junior to the junior most carrier who previously chose that week, provided that the granting of that week does not exceed the installation-wide quota. The carrier must have sufficient annual leave credited to cover the additional week's vacation, or must give up another week to compensate. Only one move shall be allowed on said vacancy.

## ARTICLE 10—LEAVE (Continued)

- K. Daily annual leave will be considered dependent upon the availability of manpower. In the case of Weddings, Graduations, extended trips, etc. where advance planning is required, management will notify the employee within seven (7) days of his request (submitted on form 3971) whether it is approved or disapproved. It shall be granted on a first come first serve basis with seniority as a tie breaker. CCAs may also submit requests for other incidental leave on form 3971, and management shall consider it based on the needs of the employee and the needs of management.
- L. Limited duty or rehab carriers who can not perform more than one (1) hour of street duties on a bid assignment shall pick their vacations in their normal seniority order in open weeks only. However, their picks shall not be counted towards the quota for any week.
- M. When considering leave requests based on a first come basis, if more than one request is received on any day, seniority shall be the determining factor when awarding the week. Requests will only be accepted on regular work days (excluding Sundays and holidays). Otherwise, the week shall be awarded to the carrier who requests the week on the earlier day.
- N. CCAs who are promoted to regular status or have a break in service shall retain vacation weeks previously picked, provided the requisite qualifying period has passed before the week in question.
- O. CCAs, PTFs and unassigned regulars shall pick their vacations in the sections where assigned according to the most recent PS form 50. ***For the purpose of calculating the number of picks per week allowed in each section***, in facilities housing more than one carrier section where CCAs (including other carriers such as PTFs or unassigned regulars) are assigned to the facility rather than the individual sections (such as when all sections in the facility have the same finance number), the number of CCAs (including others) assigned to the individual sections (***for annual leave calculation purposes only***) shall be in the same proportions as the regular carriers assigned to that facility. In such a case, CCAs (including others) assigned to the facility may make vacation selections in any section in that facility, at their option.
- P. PTFs shall pick their vacations after all regular carriers and before any CCAs.
- Q. Carriers (including CCAs) who wish to save annual leave or do not have sufficient annual leave to cover a scheduled vacation week may, at their option, cancel all or part (whole days) of their vacation week or use Leave Without Pay (LWOP) for any part of that week. If LWOP is requested, management's rights and obligations regarding requested LWOP prevail.

## ARTICLE 10—LEAVE (Continued)

R. Carriers are encouraged to select their vacations in a timely manner after being informed that it's their turn to select. If that's not possible, carriers are encouraged to allow the selection process to continue past them, accepting the risk of being closed out of some weeks (or select some weeks and allow the process to continue until ready with the remainder of their selections). In sections where time is an issue, such as the larger sections, carriers are encouraged to make their selections within one or two business days. Managers are encouraged to give carriers a heads-up of their approaching turn to select, to facilitate the process, or telephone carriers out of work for their selections. In the event a carrier is holding up the selection process for more than a few days and time is an issue, a section manager may contact the Branch 99 president, or designee, and request that the carrier be passed over. If the Branch 99 president, or designee, agrees *in writing*, the section manager shall pass over the specified carrier until such time as the carrier is ready to make selections. The local steward, or someone designated by the Branch 99 president, shall be advised of this to allow monitoring of the situation. A carrier passed over, whether voluntarily or involuntarily, shall retain seniority rights with respect to selections made on the same day as other carriers, but not on selections made by carriers on earlier days. Selections made on a Sunday or holiday shall be considered as being made on the following regular business day.

# **ARTICLE 11—HOLIDAYS**

## **HOLIDAY SCHEDULES**

The following sequences will be followed when scheduling employees to work on a holiday or designated holiday provided that such scheduling produces a work force which meets the operating skill requirements of the holiday or designated holiday:

- A. All CCAs and PTFs to the maximum extent possible, regardless of the necessity to pay overtime premiums.
- B. All full-time regular employees who volunteer to work either their holiday or their non-scheduled day shall be combined into a single group, ranked in seniority order, and selected in seniority order.
- C. All full-time regular employees who do not volunteer to work either their holiday or non-scheduled day shall be combined into a single group, ranked in seniority order, and selected by inverse seniority.

# **ARTICLE 12—PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS**

## **REASSIGNMENTS**

A. For the purpose of reassignment within an installation of employees excess to the needs of a section, “installation” and “section” shall be defined as follows:

1. The Staten Island Post Office shall be considered as the installation.
2. The Stations, including the Collector Section and GPO Carrier Section, shall be designated as the sections.

## **POSTING**

A. Notice inviting bids shall be posted on an installation-wide basis.

B. Notice inviting bids for letter carrier craft assignments and to such other assignments to which a letter carrier is entitled to bid shall be posted on the official bulletin board for ten (10) days. Copies of the notice shall be given to the local Union. When an absent employee has so requested, in writing, stating his/her mailing address, a copy of any notice inviting bids shall be mailed to the employee.

C. Bidding for vacant assignments will be restricted to letter carriers of the installation in which the vacancy occurs, with seniority as the determining factor.

D. In instances when more than one assignment is posted, letter carriers may bid for as many assignments that are posted. Carriers shall indicate their preferences when bidding for more than one assignment.

E. When carriers are out of work, or are scheduled to be out of work, and are or will be unable to view the posting of vacant assignments, they may request in writing that a copy of the vacant assignments be mailed to them. The carriers shall provide their mailing address and management shall mail a copy of the posting(s) to such carriers in a timely manner.

F. All full-time carrier assignments, including the T-6 assignments where appropriate, shall be posted for ten (10) days. Each bid shall state that private vehicles are not considered as a qualifying factor.

G. An updated seniority list will be posted at all Stations quarterly, and one copy will be sent to the Shop Steward.

## **ARTICLE 12—PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS (CONTINUED)**

H. If an employee is forced to bid due to the elimination or re-posting in his/her duty assignment, that successful bid will not count toward the number of bids allowed, as designated by the National Agreement.

I. When a collector assignment (including floater) is posted and awarded to another collector (or floater) on the same string, that collector shall have one of three options: Taking both the new assignment and new n/s days; Taking the new assignment and keeping his/her old n/s days; Or keeping his/her old assignment and taking the new n/s days. The remaining assignment and n/s days shall be posted for bidding.

### **SENIORITY**

A. Whenever CCAs are referenced in this LMOU Relative Standing will be used.

## **ARTICLE 13—ASSIGNMENTS OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES**

The parties agree that every reasonable attempt will be made to identify and assign affected carrier craft employees when the need for placement into light duty assignments arises. The following will be applicable:

- A. No light duty assignment will be created to the detriment of a full-time regular carrier craft employee.
- B. Any request for light duty must be supported by medically approved certification attesting to the need for such assignment.
- C. Management will approve of such requests for light duty when work identified as carrier craft light duty assignments, in fact, exist to be preformed.
- D. Work identified as being carrier craft light duty assignments, if medically capable of being performed, includes:
  - 1. All carrier craft functions as established under Article 1 of the National Agreement.
  - 2. Casing mail for one's own route or routes of other carriers.
  - 3. Labeling carrier cases.
  - 4. Performing services on auxiliary routes.
  - 5. Collections.
  - 6. Recording orders in books.
- E. If and when possible, management will attempt to assign carrier craft employees to light duty assignments in other crafts.
- F. If and when possible, management will attempt to assign craft employees to assignments with the same or similar hours, tours and non-scheduled days off.
- G. Whenever management is unable to honor a carrier's request for light duty, it shall inform the local NALC Union President for the reasons therefore.
- H. Upon assignment of light/limited duty employees to a delivery unit, the Manager of that station will meet with both the injured employee and the steward and make all parties aware of the restrictions that pertain to this employee. All parties will then sign off on a statement to the fact that all such restrictions have been discussed and understood by all parties.

# **ARTICLE 14—SAFETY AND HEALTH**

## **LOCAL SAFETY COMMITTEE**

A joint local Labor-Management Safety Committee shall be established as outlined in Article 14, Section 4 of the National Agreement. The committee shall be made up of equal representation from labor and management. The committee will meet quarterly and at such other times as may be designated by the Chairman. It will be the responsibility of management and the Chairman to assure all representatives are given proper notification with a copy going to their immediate supervisor.

## **MEDICAL EMERGENCY**

In the event of a medical emergency (e.g. dog bite, eye injury) a carrier may seek medical treatment at the nearest physician's office or medical facility.

## **VEHICLE ASSIGNMENTS**

A. No vehicle will be assigned to a carrier unless it can reasonably be expected to conform to recognized safety standards.

B. The employer will make a reasonable effort to assign the same vehicle to the same full time route each day, if operational requirements permit. Management may interchange vehicles to equalize mileage and to reflect the mail volume for the various routes. It is the Employer's intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washes.

## **FINGERING MAIL**

Letter carriers are not expected to finger mail when it would create a safety hazard.

## **CURTAILMENT OF POSTAL OPERATIONS**

A. The curtailment or termination of postal operations because of emergency conditions shall be based upon the prevailing local conditions and orders from civil authorities, in accordance with information available and directives received from local, state or federal authorities.

B. The Postal Inspection Service shall be advised of any action taken.

C. Local management will consult with a designated Union representative concerning the appropriate action(s) to be taken when the emergency is of such nature that advance notice is possible.

D. Management shall avail themselves of all public media to notify employees.



# ARTICLE 17—REPRESENTATION

## LABOR—MANAGEMENT MEETINGS

A. There shall be four (4) scheduled Labor-Management meetings annually. Branch 99 shall be entitled to five (5) representatives at these meetings, plus one observer, who shall be in a non-scheduled status on the day of the meeting. Two of these representatives shall remain on the clock while attending these meetings. Meetings will be held in the months of January, April, June and September. The exact dates of the meetings will be scheduled in the beginning of each year, but may be changed by mutual consent. Meetings shall be convened at 1:00 PM and shall not exceed two (2) hours, except by mutual consent.

B. It is agreed that the agenda items for discussion at the meetings shall be exchanged by the President of Branch 99, or his/her designee, at least seven (7) days prior to the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties. The postmaster, or his/her designee, shall supply written answers to the agenda three (3) days prior to the meeting.

C. Minutes of Labor-Management meetings shall be kept by both parties and copies shall be exchanged and initialed by the parties for verification. Any agreements reached at such meetings shall be reduced to writing and signed by both parties upon request of either party. These agreements shall not be changed without prior notification between parties.

D. Branch 99 will be informed by the Postmaster of any local committee to which the carrier craft is entitled to representation. Carrier members shall be designated by the President of Branch 99. Committee meetings shall be held on the clock consistent with the provisions of the National Agreement.

E. Representatives of management and Branch 99 shall meet prior to December 1<sup>st</sup> regarding Christmas operation policies.

1. Branch 99 shall have five (5) representatives at this meeting plus one (1) observer who will be in a non-scheduled status. One (1) shall be on official time. The duration of this meeting shall be two (2) hours.

2. Management will submit a listing of any contemplated changes that are a departure from past Christmas operations seven (7) days prior to the meeting. Branch 99 will submit comments and recommendations three (3) days prior to the meeting.

## **ARTICLE 20—PARKING**

### **GENERAL POLICY**

- A. Three (3) parking spaces at the GPO facility shall be allocated to representatives of Branch 99. The president of Branch 99 shall designate the specific individuals who receive the parking spaces. These spaces shall be made available during the carriers' work hours.
- B. Except at GPO where guidelines have already been established and after management and customer needs have been satisfied, and where space is available, the employer shall allow the use of space in the following manner: Carrier allocation will be based on the percentage of carriers in each section to the total number of craft employees in that section.
- C. When a mutually agreed upon time has been decided for grievance investigation, arrangements will be made by the Station or Branch Manager to provide parking for the Branch 99 official.
- D. Management will provide the necessary parking spaces for drive-out agreements.
- E. Management will provide a spot for the President of Branch 99 if a spot is available and in excess to the needs of the Service.
- F. The President of Branch 99 or his/her designee shall be a member of the Parking Committee.

## **ARTICLE 22—BULLETIN BOARDS**

### **GENERAL POLICY**

- A. One locked, glass enclosed bulletin board shall be provided by management for each letter carrier section, except the Collector Section, provided no additional space is required.
- B. One literature rack shall be allowed for each swing-room used by carriers in each section, for the use of Branch 99.

# ARTICLE 41—LETTER CARRIER CRAFT

## POSTING

A. Letter carrier assignments shall *not* be posted when there is a change of more than one (1) hour in starting time.

B. When a letter carrier route or full-time duty assignment, 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, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carriers(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.

C. Bidding for vacant assignments of expected duration of five (5) days or more (hold downs) will be restricted to unassigned carriers (which includes carriers expecting to be unassigned the week in question), including CCAs and PTFs, assigned to the section where the vacancy is anticipated (as indicated on PS form 50). For the purpose of this provision, carriers may bid on vacant assignments in another section if that section is in the same building as their own, or in a section in which they are temporarily assigned. Bidding should be done on PS form 1717 or form O-13, or a similar form mutually agreed upon by management and Branch 99. Carriers may bid on more than one vacancy in a section (or sections) but must indicate their order of preference. The vacancy shall be awarded to the highest bidder (see Article 12, Seniority). The bidding deadline for exercising a carriers' seniority shall be at close of business on the Tuesday of the week preceding the week of the vacancy. An unassigned carrier may bid on an assignment remaining vacant after the Tuesday deadline, but the assignment shall be awarded on a first come basis, with seniority being the determining factor when more than one request is submitted on the same day. In the event a carrier is awarded a hold down after the Tuesday deadline, that carrier is obligated first to any holiday schedule that was previously posted.

## COMMUNICATIONS

A. A copy of all posted notices emanating from the main office will be sent to the President of Branch 99 or his/her designee, with sufficient copies for dissemination to his/her stewards.

B. Supervision at each station within the installation, upon receiving any official printed notices (including but not limited to national, regional, or local bulletins or memoranda) which have a direct bearing on letter carriers, shall make the announcement of titles or headings to the carrier force at each section upon posting of said notices.

# **ARTICLE 41—LETTER CARRIER CRAFT (CONTINUED)**

## **INSPECTION OF PERSONNEL JACKETS**

At reasonable intervals, a letter carrier shall be granted the opportunity, upon timely request, to inspect his/her personnel jacket (except highly confidential items), in the presence of a management representative, provided such inspection occurs off the clock.

## **JURY DUTY**

When an employee reports for court duty and is excused by the court for the balance of the day or performs service for only part of the day, he/she is entitled to full compensation for the day in question. However, he/she is required to report to his/her installation for the balance of his/her tour of duty, provided two or more hours of his/her tour of duty remains. (See Article 8 “Work Schedules” Section D and Article 10 Section H.2 for additional provisions related to jury duty.)

## **MISCELLANEOUS**

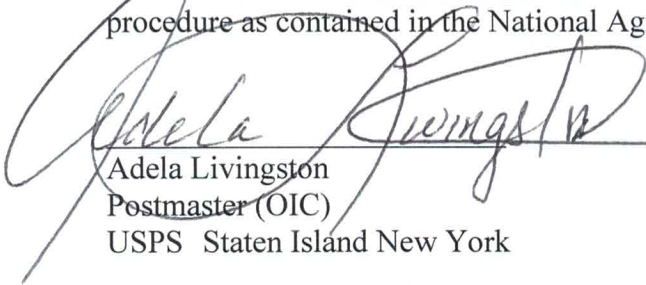
A. Carriers will be permitted to drink beverages at their cases while casing mail provided such beverages are in non-breakable containers. There will be no decrease in productivity because of this provision and a carrier must make minimum casing standards to be eligible for this benefit.

B. Management shall promptly notify the Branch 99 President of any job-related vehicle accidents or any injuries involving letter carriers.

## MEMORANDUM OF UNDERSTANDING

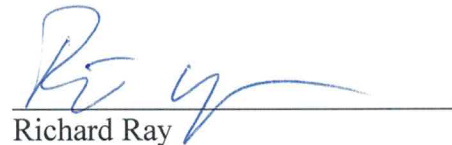
This Memorandum of Understanding is entered into on May 24, 2021 at Staten Island New York between the representatives of the United States Postal Service and the designated agent of NALC Branch 99, pursuant to the Local Implementation Provisions of the 2019 National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight May 20, 2023 unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.



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Adela Livingston  
Postmaster (OIC)  
USPS Staten Island New York



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Richard Ray  
President  
NALC, Branch 99