

Memorandum of Understanding
Between Branch 84, National Association of Letter Carriers and
The United States Postal Service, Greensburg Post Office

ITEM 1 – “ADDITIONAL OR LONGER WASH-UP PERIODS”

Article 8, Section 9 of the National Agreement provides reasonable wash-up time for a letter carrier who performs dirty work. It is the position of the United States Postal Service that any letter carrier shall be granted such time as is reasonable and necessary for washing up after performing dirty work or incident to personal needs as currently established.

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

The regular work week will be five days with a rotating day off.

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”

When due to “Acts of God”, extreme emergencies, or orders of local authorities, it becomes necessary to curtail, or terminate postal operations, the Postmaster, or his/her designee, will inform the President of Branch 84, NALC, of the action to be taken and the effect on the union members.

Such information will be disseminated swiftly and uniformly by whatever means available; i.e., telephone, radio, television, etc. If an extreme emergency, as stated in this item, would occur during the hours the carriers would be on duty, the supervisor, customer services support, shall take the necessary precautions to insure that all carrier work locations are notified.

The President of Branch 84, NALC, will be notified of the implementation of this item whenever there is an Act of God such as, but not limited to, severe accumulation of snow, rain, ice, i.e., above the norm of the delivery area, management may review carrier operations in the respective area/areas affected. This proposal would also include any state of emergency, local, state, or national.

ITEM 4 – “FORMULATION OF LOCAL LEAVE PROGRAM”

A. Number of slots in non-choice period. Annual leave during other than choice vacation (non-choice) will be considered all weeks not covered under item 5 of this local agreement and the weeks of antlered deer season. A guaranteed minimum of five (5) employees per day will be granted annual leave during the non-choice vacation period.

B. Beginning dates for choice and non-choice selections. Choice and non-choice vacation period shall be picked between January 15 and March 15 of each year. Management will make every effort to ensure that the process is concluded by March 15th.

C. Method of selection. Carrier craft employees will have two (2) working days, i.e., days they are normally scheduled for duty, to select their desired vacation pick for the choice, non-choice initial selection period and antlered deer season. Failure to select within this specified period will automatically entail that selection be passed on to the next senior employee. Seniority for selection will be adjusted at the point in time when the passed employee desires to make selection. Passed employee must select from the slots available at the time of the selection. In emergency situations which preclude an employee from selecting within the specified period, the responsible supervisor will report this to the postmaster who will notify the president, Branch 84, NALC. Emergencies will be viewed as, but not limited to, illness, injury or other situations.

The initial selection period shall be picked between January 15 and March 15 of each year. At this time carriers may choose non-choice weeks(s) that extend from the first week following the end of the choice vacation period through the week prior to the beginning of the following year’s choice vacation period. Carriers will select no more than two weeks of annual leave during this initial period. **After Career Carriers have made their selections City Carrier Assistants may select one full week during the choice or non-choice**

period, from remaining slots, leave will be granted contingent upon the City Carrier Assistant having sufficient leave balance when the leave is taken.

Following the conclusion of the vacation selection process carriers will be given the opportunity to select additional week(s) in the non-choice period. This process will begin on the first Monday following the end of the choice vacation selection process and will continue up to two (2) calendar months in advance of the week(s) being selected. The weeks will be awarded on a first come first serve basis with seniority being the tiebreaker when more than one carrier applies for the same day on the same day. For the purpose of this local agreement, two (2) calendar months will be considered, for example, the 1st of February to the 1st of April. In months with less than 31 days, the last day of the month will be considered acceptable for the 2nd month's remaining last days.

Weeks remaining vacant in the choice vacation period after all carriers have been given the opportunity to maximize their selections, per item 7, in the choice vacation period will be available up to five slots on a daily basis. Slots six and seven will be blocked off and be made available only at the Postmaster's discretion.

D. Leave cancellation policy. Employees may cancel scheduled annual leave during the choice vacation period by notifying their immediate supervisor in writing no later than fourteen (14) days prior to the first day of the approved annual leave. Management will immediately post the cancelled week(s) and notify the steward of any cancellations. During the choice vacation period, cancelled slots shall be available for selection for a period of no longer than three (3) working days. It will not be necessary nor will there be any obligation on the part of management to contact those carriers on leave, etc., regarding the reposted slot(s). Exceptions to the two (2) week notification requirement will be resolved in the manner stated in the above paragraph, i.e., emergency situations. Weeks cancelled during the choice vacation period will be posted and awarded first to the most senior carrier who did not have an opportunity to bid that week(s) during the choice selection process and then to the most senior carrier.

Employees may cancel scheduled annual leave in non-choice vacation period by notifying their immediate supervisor in writing no less than fourteen (14) days prior to the first day of approved leave. Management will notify a union official when the cancellation occurs. Leave can only be cancelled in increments of day(s)/week(s) as it had been bid. Employees may not cancel individual day(s)/week(s) and re-bid for the individual day(s)/week(s) if they so desire in accordance with item 12. If the total commitment for the day(s)/week(s) had otherwise been full prior to the cancellation and other employees applied for and were denied annual leave for the duration that has been cancelled then the annual leave will be offered to the employee with the earliest submission of form 3971 or the most senior bidder if more than one employee submitted a request for annual leave on the same day. If that employee(s) no longer wants the annual leave, then the day(s)/week(s) included in the forfeited annual leave will be posted for and awarded to the senior bidder in accordance with item 12.

E. Deer Hunting Leave Provisions. Antlered deer season shall be picked between January 15 and March 15 of each year. The week of antlered deer season will be considered a non-choice selection. The week will be split into two three (3) day selections, the first three days (Monday, Tuesday and Wednesday) and the second three days (Thursday, Friday and Saturday). Employees must reschedule their non-scheduled day during this week to fall within the three day period that has been selected. The changing of the non-schedule day cannot supersede item 6. The rescheduled lay-off day must be worked during the employees regularly scheduled hours identified in the bid assignment. No fewer than 12% of the employees will be awarded annual leave during the first three (3) days and no fewer than 9% of the employees will be awarded annual leave during the second three (3) days.

G. All vacations selected by carrier craft employees must be honored for full service week segments; i.e., no carrier will be permitted to tie up a vacation slot by only using a portion thereof.

H. No employee will be ordered to work while on annual leave. Overtime desired lists must be utilized prior to asking any employee to work. Employees desiring to work their lay-off day while in an annual leave status must notify management in writing prior to the first day of the selected annual leave.

I. There shall be no trading of vacation periods among carriers.

J. Supervisory personnel, including those bargaining unit employees temporarily detailed to a non-bargaining position (204B), shall not be included on the employee vacation chart.

K. Employees who do not have sufficient annual leave to cover their vacation planning commitment must forfeit the entire day/week(s) during the choice and non-choice vacation periods. Weeks cancelled will be posted and awarded first to the most senior carrier who did not have an opportunity to bid that week(s) during the choice selection process and then to the most senior carrier.

L. Additional employees will not be granted annual leave in any week during the choice vacation period when the full commitment has already been made unless otherwise approved by the postmaster who will notify the steward.

ITEM 5 – “THE DURATION OF THE CHOICE VACATION PERIOD”

The duration of the choice vacation period will be from the Monday two weeks prior to Memorial Day to and including the week after the Labor Day week. It will also include the weeks of Thanksgiving, Christmas and New Years.

ITEM 6 – “THE DETERMINATION OF THE BEGINNING DATE OF AN EMPLOYEE’S VACATION PERIOD”

Annual leave during the choice and non-choice vacation period will begin on Monday and the carrier shall return to work on Monday. This provision does not preclude a carrier from starting his/her vacation on Saturday, providing that a form 3971 is submitted in duplicate in accordance with item 12 of the local agreement.

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 with less than 3 years seniority may take a single selection of two consecutive weeks, or two selections of one week each. Employees with 3 or more years of service may choose to take a single selection of three consecutive weeks, or two selections, one of one week and one of two weeks.

Should the number of vacation slots during the choice vacation period prove to be insufficient to cover the above leave requirements, additional slots will be provided. When additional slots are added the increased number will be added to the weeks between the second Monday prior to Memorial Day to and including the week after the Labor Day week at the point of the last carrier who exercised his/her option for the choice vacation period. Additional slots will only be added for the week(s) needed to accommodate those carriers who have not selected.

In the event slots have been added to the entire period between the second Monday prior to Memorial Day to the Second Sunday after Labor Day, carriers must maintain their original option and respective week(s) originally selected.

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

A. Jury duty will not be charged to the choice vacation period. Management, to the extent possible, will reschedule members of the regular work force who are forced to give up a chosen choice/non-choice vacation period for jury duty to a comparable period as close to the original choice as possible.

B. Attendance at union conventions shall not be charged as a choice vacation selection. At the beginning of each year when the convention week has been determined, the union will submit a list of official delegates to the Supervisor, Customer Services Support. Sufficient slots for eligible delegates shall be withheld for the appropriate week. If the number of slots is insufficient in a section to permit the number of delegates of that section to attend the convention, then the Supervisor, Customer Service Support will contact the President, Branch 84 to discuss a means of obtaining leave for the necessary delegates.”

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

A guaranteed minimum of seven (7) employees per day will be granted annual leave during the choice vacation period.

To the maximum extent practical, this figure will remain the same for the period of the National Agreement and will be determined by meetings with representatives of Branch 84 as soon after the conclusion of the National Agreement as practical.

If the carrier complement is impacted due to route adjustments, DUO or other factors, Item 9 will be revisited.

ITEM 10 – “THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR HIM/HER”

Official notices (form 3971) shall be given to employees of the vacation schedule approved for him/her shall be signed by management and returned to employee and will be posted to the official vacation list on the carrier bulletin board.

ITEM 11 – “DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR”

Prior to the start of December each year, management will notify all carrier craft employees and post in a prominent place, the beginning date of the new leave year.

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

Carriers requesting annual leave during the non-choice vacation period in increments of less than one week must submit form 3971 in duplicate, completing all applicable blocks. Carriers are required to have form 3971 round stamped showing the date submitted. Leave forms will be hand delivered to the responsible supervisor on duty. The form 3971's will be tallied at the end of the working day and seniority will be the tiebreaker if there are more requests than there are allotted spaces available. Employees must submit requests for annual leave no more than two (2) calendar months in advance and less than seven (7) days in advance of the requested annual leave. Any request for annual leave received less than one (1) week in advance will be approved upon management's discretion. The language of the local does not preclude a carrier from applying for annual leave in weekly segments within the two (2) calendar month period. Any request for any annual leave will be first come first serve with seniority being the tiebreaker when applied on the same day for the same day(s)/week(s).

The above language is not intended to allow any one carrier to submit one leave request for the same day of the week for an unlimited length of time, i.e., seven (7) consecutive Saturdays, or four (4) hours of leave on four (4) consecutive Mondays or all holiday within a leave year, etc.

Management will reply to a leave request indicating approval or disapproval within in three (3) working days of submission. Failure of management to reply within the three (3) day period stated above will automatically entail approval of the leave requested.

ITEM 13 – “THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY”

A. After management has determined the number of carriers needed for holiday or designated holiday work, a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls, using the following priority order in selecting the employees needed.

1. Schedule all part time flexible carriers. Select in seniority order and on a rotating basis, when all part time flexible carriers are not needed on a holiday or designated holiday.
2. Schedule those employees who volunteer to work the holiday or designated holiday by strict seniority and on a rotating basis.
3. Schedule City Carrier Assistants.
4. If a sufficient number of employees for holiday or designated holiday work is not obtained by implementing the provisions of the above categories, then schedule in inverse seniority and on a rotating basis, the full time regular employees who have not volunteered to work the holiday or designated holiday, and for whom the day is a scheduled lay-off day. The overtime rate will be paid to those employees scheduled to work from this category.

5. If a sufficient number of employees needed for holiday or designated holiday work is not obtained by implementing the provisions of the above categories, then schedule in inverse seniority, and on a rotating basis, the full time regular employees who have not volunteered to work the holiday or designated holiday and for whom the day is a holiday. The straight time rate will be paid to those employees scheduled to work from this category.

B. Management will maintain a roster of those employees who were scheduled to work on a holiday or designated holiday regardless of whether the employees were volunteers or non-volunteers.

C. The overtime hours worked by those employees utilized voluntarily or involuntarily on a holiday are not to be credited on the overtime desired list.

ITEM 14 – “WHETHER OVERTIME LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR”

Overtime desired lists will be by sections as defined in Item 18 of this memorandum of understanding.

Overtime Desired List. All regular carriers will have the opportunity to sign an overtime desired list during the two week period prior to the beginning of each calendar quarter (Jan.-Mar., Apr.-June, July-Sept., Oct.-Dec.). Carriers desiring to work overtime should sign as either a 10-hour, 12-hour or work assignment volunteer.

The Overtime desired list shall be prominently displayed and updated with the overtime hours worked by the volunteers. Any volunteers who are personally contacted to work overtime and are subsequently excused will be credited on the overtime desired lists with the entire opportunity offered.

The overtime desired list will be reviewed monthly by the Postmaster and the Shop Steward to ensure equitable opportunities and hours.

When management options to split a route, carriers already scheduled that day and on the overtime desired list will be selected on a rotating basis to carry the cuts in accordance with Article 8 of the National Agreement. This overtime is credited on the overtime desired list.

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

The number of temporary light duty assignments shall be reserved for the carrier craft based on the maximum number of carriers that have been assigned in the past consistent with good business practices, and under the conditions stipulated in Article 13, section C-3 of the National Agreement.

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

A. The United States Postal Service and the Union’s recognizing their responsibility to aid and assist deserving full time regulars or part time flexible employees, who through illness or injury are unable to perform their regular assigned duties will through labor/management meetings as the need arises determine the method in reserving light duty assignments so that no regular assigned member of the regular work force will be adversely affected.

B. The light duty employee’s tour, hours, work location and basic work week shall be those of the light duty assignment and the needs of the service whether or not the same as for the employees’ previous duty assignment.

ITEM 17 – “THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICES”

A. Generally light duty assignments as per Article 13 of the National Agreement shall be determined by the procedure stated in Item 16 of this Memorandum.

B. The parties agree that no employee should perform work beyond the medical restriction provided.

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”

For the purposes of this Item, the Greensburg Post Office will be considered an Installation.

ITEM 19 – “THE ASSIGNMENT OF EMPLOYEE PARKING SPACES”

If sufficient on-site parking not be available for the carrier craft, management will make arrangements to provide additional parking off-site at their expense.

ITEM 20 – “THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN”

Annual leave to attend union activities (other than National Conventions) requested prior to the determination of the choice vacation schedule will not be part of the total choice vacation schedule.

ITEM 21 – “THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THE NATIONAL AGREEMENT” and ITEM 22 – “LOCAL IMPLEMENTATION RELATING TO SENIORITY, REASSIGNMENT AND POSTING”

A. Posting and Bidding. A notice inviting bids for letter carrier craft assignments and for 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. Letter carriers shall make their bids in accordance with Article 41.1 of the National Agreement. At each work location, management shall post all temporarily vacant full time craft duty assignments of anticipated duration of five (5) days or more. Full time reserve, unassigned regular, part time flexible and city carrier assistant letter carriers may indicate their preference for such assignments at a section.

B. Bumping. When a full-time regular on the overtime desired list is called in to work his non-scheduled day, he/she shall work his/her bid assignment only if the CC-2 carrier can move to another route on that set of floats. If another route on the swing is not available, the ODL carrier coming in on his/her off day will work the open route.

C. Article 41.3.O. 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 carrier(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.

D. Time Change. If the starting time of a route changes by more than one hour, it will be posted for bid.

E. If a route changes due to inspection, adjustment, implementation of automation or other reason by more than 50%, a round-robin bidding will be triggered, at the Union’s discretion, following the procedures in Article 41.3.O.

F. Every effort shall be made to schedule collections so that the burden of collections will not fall on the same part time employees on consecutive evenings. Collections shall be assigned in the morning before the scheduled leaving time for carrier.

Supervisors shall give every consideration not to assign part time employees more work than they can perform, especially when they may be scheduled for collections.

This Memorandum of Understanding between the United States Postal Service and Branch 84 of the National Association of Letter Carriers, pursuant to the Local Implementation Provisions of the National Contract, will be effective as of the date signed below and will remain in force for the life of the current National Agreement.

For the United States Postal Service

For Branch 84, NALC



David J. Chludzinski
Labor Relations, Western PA District

11-17-17
Date



Ted Lee, President
Branch 84, NALC

11-17-17
Date