

Memorandum of Understanding
Between Branch 84, National Association of Letter Carriers and
The United States Postal Service, Bethel Park 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. A minimum of 7% of the carrier complement will be granted annual leave on a weekly basis during the non-choice period. The number of slots **which are guaranteed is determined by number of career city carrier craft employees on the rolls** at the start of the leave year.

B. Beginning dates for choice and non-choice selections. Selection of choice and non-choice annual leave shall begin no later than the start of the leave year. Choices for non-prime vacation time shall be in increments of five (5) days. The cut off date for the submission of applications shall be four (4) weeks after the beginning of the new leave year, unless otherwise agreed by the parties.

C. Method of selection. Carrier craft employees will have three (3) working days, i.e., they are normally scheduled for duty, to select their desired vacation picks for the prime periods. 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 to the point in time when the passed employee desires to make selection. Passed employee must select from the slots available at time of selection, and if insufficient slots are available adjustments will be made in accordance with item 9 of this memorandum.

In emergency situations which preclude an employee from selecting within the specified period, the responsible supervisor will report this matter to the postmaster and discussion with the union will be held to resolve the situation. Emergencies will be viewed as, but not limited to, illness, injury or other situations based on equity. When a carrier craft employee is passed over and subsequently selects his/her supervisor and the shop steward will be notified. **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.**

D. Leave cancellation policy. Whenever a carrier craft employee desires to cancel his/her selected vacation period(s) two (2) weeks notification must be given to the responsible supervisor at the work location where assigned. The vacated slot(s) shall be reposted immediately for seniority selection with the union. No carrier by virtue of this provision may enjoy more than a total of three (3) weeks in the choice vacation period, no violate the option selection stated in item 7 of the memorandum. Exceptions to the two (2) week notification requirement will be resolved in the manner stated in the above paragraph, i.e., emergency.

E. Leave for Union business. When required to conduct the business of the union, the steward of Branch 84, NALC will be granted annual leave or leave without pay, except for union activities (steward) under article XVII of the National Agreement.

When shop steward seminars and the NALC congressional breakfast occur at times other than during the choice vacation period, carriers, full time and part time flexibles, shall be granted one (1) day annual leave, or one (1) day leave without pay, on the following basis.

Shop Steward Seminar – One (1) shop steward.

NALC Congressional Breakfast – Not to exceed one (1) carrier.

When the above mentioned activities occur during the choice vacation period, the carriers scheduled to attend will be expected to make such arrangements as possible (by trading etc.) to utilize their non-scheduled day for such meetings. Carriers unable to make such arrangements will be granted leave only to the extent that service conditions permit.

F. Deer Hunting Leave Provisions. Carriers will select in seniority order for the antlered deer season which normally entails the two (2) full weeks following the Thanksgiving Holiday, in accordance with the following provisions.

One (1) carrier per two (2) day segments for the two (2) week period, shall be granted leave. The two (2) day segments will be Monday/Tuesday, Wednesday/Thursday, Friday/Saturday in each week of the above stated period. Selection for this leave will commence following the end of the choice vacation period. The two (2) week period of antlered deer hunting will be excluded from selection in accordance with item 12 of this memorandum

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. After the posting of choice vacations have been selected, the responsible manager will review the annual leave balance of each carrier craft employee to ensure that no employee who has excess of fifty-five (55) days annual leave balance is required to forfeit the excess annual leave.

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

The choice vacation period will be the nineteen (19) week period annually beginning with the week that includes the Memorial Day Holiday and ending with the week which includes the first full week of October.

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

Vacations shall begin on Monday and carrier will return to work on Monday.

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. If the above options cannot be afforded because consecutive slots are not available, then the postmaster, Bethel Park, Pennsylvania will contact the president, Branch 84, NALC and discussion will be held to resolve the situation.

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 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”

The allotment will be no less than 14% of the total carrier complement, as defined in Item 4A, for the 19 week period.

Should the number of slots allotted prove insufficient to cover the leave needs of the carrier force at the Bethel Park Post Office, additional slots will be provided by the postmaster during the months of June, July and/or August.

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

After the choice and non-choice vacation rosters have been completed, a copy will be posted in a prominent place (Union bulletin board) and a copy will be provided to the Shop Steward.

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, through the General Orders, of 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 other than that chosen by seniority during the choice vacation period must submit Form 3971 in duplicate, completing all applicable blocks not less than one (1) week in advance. Management will reply, indicating approval or disapproval, within three (3) days following submission. Also, these rules will apply, but not limited to, weddings, graduations, extended trips, etc., where advance planning is necessary. Responsible supervisor will be required to date Form 3971 and record with the time clock when the request for leave is made. The earliest dated request/requests shall be honored when sufficient replacements are not available to honor all requests. Leave forms must be hand delivered to the responsible supervisor on duty.

Failure to reply within the three (3) day period stated above does not automatically entail approval of the leave requested.

Subsequent requests, not previously submitted after the beginning of the new leave year and request for multiple of less than five (5) days (daily annual leave) will be considered dependent upon the availability of man-power.

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 seniority order on a rotating basis, the full time regular employees who have 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 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.

6. 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 Bethel Park Post Office will be considered an Installation.

ITEM 19 – “THE ASSIGNMENT OF EMPLOYEE PARKING SPACES”

The employee parking spaces currently utilized by the carrier craft in the Bethel Park Post Office will remain in effect and be administered as has been the past practice. Improvement on the parking program at existing facilities and programs for new facilities will be adopted per Article 20, Section 1 of the National Agreement.

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 not be posted for bid.

E. Establishment of Local Safety Committee. A joint labor management safety and health committee shall be established as provided in article XIV of the national working agreement. The committee will be comprised of the installation head or his/her designee, and one (1) member from each organization representing

ten (10) or more employees. One (1) member shall be designated as the secretary and record all activity performed by the committee.

Employee organizations will submit the names of the designated members of the committee, and alternate to serve in the absence of the member, and the name of the organization member authorized to fulfill the duties of the secretary of the committee.

Meetings of the committee shall be held on official time once each quarter, or more frequently if special situations or business dictates. Scheduling of all meetings shall be by mutual consent. Items for the agenda should be presented to the secretary at least three (3) days prior to scheduled meeting.

Branch 84, NALC and the employer endorses and actively support the rules and regulations for promoting safety and health.

F. Scheduling of Labor-Management Meetings. The installation head or his/her designee shall meet with representative/s of Branch 84 on the second Monday of each month, or at such other time as may be mutually agreed upon. Meetings shall be convened on official time at 8:30 AM to 9:30 AM. Except for unusual circumstances, unfinished business will be tabled until the next schedule meeting.

Branch 84, NALC is entitled to one (1) representative of its own choosing at these local labor management meetings; additional representatives of the Branch may attend, off the clock, dependent upon the dictated work schedules and agenda.

G. Telephone Usage Policy. Union officials and stewards will be permitted the use of the telephones with the permission and control of the supervisor on duty.

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 2011 – 2016 National Agreement.

For the United States Postal Service:

For the NALC:



David J. Chludzinski
Labor Relations, Western PA District



Ted Lee
President Branch 84

11-17-2017

Date

11-17-2017

Date