

Memorandum of Understanding
Between Branch 84, National Association of Letter Carriers and
The United States Postal Service, Braddock 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. 9% of the carrier complement will be granted annual leave on a weekly basis during the non-choice (or prime) period, except for the month of December which will be one slot. The number of slots which are guaranteed is determined by the number of career city carrier craft employees as of the start of the selection period.

B. Beginning dates for choice and non-choice selections. Selection of choice vacation slots will begin in January. Prime Period, which would be all other weeks of the year with the exception of the first two weeks in January and the month of December. In December, carriers may select leave for the period from the start of the leave year through the beginning of choice period. In August, selection for the period from the end of the choice period through the end of the calendar year will be circulated. Carriers may select up to a total of six (6) weeks in total for the leave year.

C. Method of selection. Selections will be in a strict seniority order. Carriers will have up to two (2) working days to make their choices. Failure to make this choice(s) in that time period will entail that the list will move to the next senior carrier. Carriers who have passed on their selection time and pick at any later time from the slots remaining available. When an employee chooses a vacation week wherein he/she is scheduled to work six (6) days, they may, at their option, request to work Saturday, notifying their immediate supervisor three (3) days in advance. In the prime (non-choice) period, carriers must use at least three days annual leave and have sufficient annual leave to cover this absence. **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. Cancellation policy. All cancellations should be made as soon as possible in advance but no later than the Wednesday before the week picked. Weeks cancelled will be reposted if relinquished more than two weeks in advance.

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

The choice vacation period will be from Monday of the second full week in May to the second full week in September ending on a Saturday, plus beginning on Monday the full week following Thanksgiving.

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.

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”

During the choice vacation period, 15% of the carrier complement as defined in Item 4A will be granted leave on a weekly basis.

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 and post in a prominent location 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 leave other than that selected during the choice and non-choice selection period must submit PS Form 3971 to their immediate supervisor as soon as possible but not more than ninety (90) days in advance. Approval or denial will be given at least three (3) days before the requested date. Form 3971 will be made in duplicate and numbered in order of submission (first, second, etc.) as quickly as possible. If leave is denied, supervisor will ask carrier in question if he/she wished to be considered for a later decision.

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. 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 and 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.

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 Braddock 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 Braddock 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. The Shop Steward will be designated a parking spot as per past practice.

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. 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.

C. Labor Management committee meetings. A meeting shall be held once each quarter. Meetings will be convened at 9:45 AM in the postmaster's office.

A special Christmas operation shall be held, in addition to the regular quarterly meetings.

Agenda items for discussion at the quarterly meetings shall be exchanged at least three (3) work days before scheduled meeting. Items not placed on the agenda shall be discussed only by mutual consent of both parties.

Minutes of Labor Management meetings shall be kept by both parties and copies shall be exchanged and initialed by the parties for verification. Any memorandum of understanding reached at such meetings shall be reduced to writing and signed by both parties upon request of either party.

They shall not be changed without prior notification and discussion between parties.

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 the NALC:





David J. Chludzinski
Labor Relations, Western PA District

Ted Lee
President Branch 84

11-17-2017
Date

11-17-2017
Date