

Memorandum of Understanding
Between Branch 84, National Association of Letter Carriers and
The United States Postal Service, Canonsburg 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. 10% of the carrier complement will be granted annual leave on a weekly basis during the period from the week containing March 1st through the beginning of the choice period. All other weeks of the non-choice period will be granted at 6% of the carrier complement, with the exception of antlered deer season as outlined in Item 4F. **The number of slots which are guaranteed is determined by the total number of career carriers on the rolls as of November 1st.**

B. Beginning dates for choice and non-choice selections. Choice annual leave selection period will begin first full week of November. During the period of choice selection, each carrier will have the option of selecting an additional week of non-choice annual leave.

C. Method of selection. Management will notify all carriers by the second week of October of the beginning and ending days of the period for making selections during the choice vacation period. Selections will be in strict seniority order. Carriers will have up to two days to make their selection and may choose up to three (3) weeks in the choice period (per Item 7) and one (1) week in the non-choice period.

In emergency situations which preclude an employee from selecting within the specified period. (3 days) The responsible supervisor will report this matter to the postmaster, discussion with the union will be held to resolve the situation. Emergencies or, but not limited to, illness, injury of other situation. Emergencies or, but not limited to, illness, injury of other situation. Failure of employee to select within the 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 employees must select from the slots available at time of selection, a notation of this will be made and the 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. In the event of cancellation during the choice vacation period the supervisor is to be notified at least fourteen (14) days in advance when annual leave period will not be taken, at which time the supervisor shall post said period. Bids shall be received for said period within three (3) days. Any unused or cancelled leave weeks during the choice period shall be posted for bid. Preference shall be given to the senior bidder who has not taken his/her full amount of leave allowed for this period. Otherwise the bid will be awarded by seniority.

E. Leave for Union business. 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.

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

F. Deer Hunting Leave Provisions. The period of antlered deer season will be closed out for selection during the initial period. Management will post a notice the first full week of October for carriers requesting the antlered deer season. 10% of the carrier complement will be granted leave in three day segments (Monday-Tuesday-Wednesday) and (Thursday-Friday-Saturday). A valid deer hunting license must be submitted when the request is made.

G. Emergency leave will be granted priority to the greatest extent possible.

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

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

The duration of the choice vacation period will be the second full week of May through and including the last full week in September, plus the weeks including the Thanksgiving, Christmas and New Years holidays.

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”

A total of 14% of the letter carrier craft shall receive leave each week of the choice vacation period in accordance with calculations as defined in Item 4.A.

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 annual leave for less than full weeks outside the choice period must submit form 3971 within two (2) weeks prior to effective date. Form 3971 indicating approval or disapproval shall be returned within three (3) working days following submission.

Exceptions shall apply to the above agreement when an unusual situation occurs, such as weddings, graduations or trips, etc., when advance planning is necessary.

Short term leave shall be submitted no earlier than 8:30 AM nor later than 11:00 AM. Management will reply within eight (8) working hours.

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 Canonsburg 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 Canonsburg 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 LOACL 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. A full time carrier called in to work on a non scheduled day shall work his or her duty assignment. The T-6 will be bumped to the vacant route on his/her string of routes. If there is more than one vacant route the T-6 will have a choice of routes to work. The T-6 will only be permitted to bump a PTF, who elected a holddown, if there is no vacant route on the swing that day. When there is no vacant route on the T-6 swing the regular called in will be assigned the vacant route in the office.

When the T-6 is called to work on a non scheduled day he/she will be assigned to a vacant route on the string. The T-6 shall bump a PTF on a holddown if this is the only vacant route on the string, otherwise the T-6 will work the vacant route in the office.

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. The names of doctors and medical facilities where a carrier can report in the event of an accident or injury dog bite shall be posted in a prominent place in all stations, branches and post offices and the employee shall go to the nearest available doctor or medical facility for any emergency treatment. Management should be notified as soon as possible.

E. Scheduling of Labor-Management Meetings. The installation head shall meet with appropriate representatives of Branch 84 at labor-management meetings on mutual agreement by both parties. Branch 84 is entitled to one (1) representative on the clock of its own choosing at labor-management meetings; the total number of representatives shall be at least two (2).

It is agreed that agenda items for discussion at the meetings shall be exchanged by the president of Branch 84 (or his/her designee) and the postmaster (or his/her designee) at least three (3) days before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties.

During the month of November, representatives of management and Branch 84 shall meet for the purpose of reviewing the policies to be established in the local Christmas operation.

F. A copy of letters, posted notices or communications issued by the employer to the employees relating to policy or matters which affect the employees and/or the letter carrier craft shall be furnished to the president of Branch 84 prior to or at the time of issuance.

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

11-17-2017
Date



Ted Lee President
Branch 84, NALC

11-17-2017
Date