

**Memorandum of Understanding**  
**Between Branch 84, National Association of Letter Carriers and**  
**The United States Postal Service, Rochester 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. Beginning dates for choice selections.** On the start of the leave year or the first working day following the start of the leave year, management will pass out leave applications on a seniority basis.

**B. Method of selection.** Carrier craft employees will have forty-eight (48) hours to select their desired vacation picks for the prime periods unless a request is made for additional time. Such request must be approved by both management and the union. Seniority shall be the ruling factor in selecting vacations.

On the initial selection, carriers may choose up to three weeks of annual leave as outlined in Item 7. After all carriers have had a chance to make their selections, the calendar will be circulated again in seniority order. On the second pass, carriers may choose up to three weeks of additional leave. Carriers must have ample annual leave to cover all weeks selected. After each carrier has been given the vacation selection list for the second time, **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,** management then will close the advance commitment for vacation choices.

**C. Leave for Union business.** The shop steward of Branch 84 shall be granted annual leave or leave without pay at the option of the employee, during the leave year to attend training schools or training seminars conducted by the state or national association of letter carriers. Every effort shall be made to allow attendance at these schools or seminars.

Each shop steward, who represents Branch 84 at the annual state congressional breakfast, who informs management before the start of the vacation selection for the year will be permitted to choose such time as needed. This time will not be counted as part of his/her choice vacation selection.

Each delegate to the state and national convention who represents Branch 84 who informs management before the start of the vacation selection for the year will be permitted to choose such time as needed.

D. Appropriate leave will be given to the employees in situations of personal emergency. Personal emergency is defined as including, but limited to, death in the immediate family, serious illness in the immediate family, court appearances or appearances as a witness for a hearing.

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

The choice vacation period will be from the start of the “leave year” up to and including the first full week of the antlered deer season in Pennsylvania and the 7-day period starting December 26<sup>th</sup>.

**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”**

In the Rochester Post Office one (1) letter carrier craft employee will be permitted off per week during the leave year.

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

After the choice vacation roster has 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 other than that selected during the choice and non-choice seniority selections shall be subject to the “seven day rule”. The “seven day rule” is defined as annual leave applied for seven (7) calendar days in advance with two copies of PO 3971. Management must approve or disapprove such within three (3) calendar days of submission. The duplicate copy of PO 3971 shall be returned to the employee.

This leave will take precedence over leave submitted less than seven (7) days in advance. Leave submitted less than seven (7) days in advance may be approved or disapproved without the three (3) day limitation on management.

**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 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.

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 Rochester 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 Rochester 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.** In the event a regular assigned carrier is requested to work on his/her non-scheduled day, he/she shall be assigned to work his/her own route. In the event a reserve letter carrier, utility carrier or T-6

carrier is requested to work on his/her non-scheduled work day, he/she shall be used to perform any work in the carrier craft.

**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.

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 Branch 84, NALC



David J. Chludzinski  
Labor Relations, Western PA District

Ted Lee - President  
Branch 84, NALC

11-17-2017

Date

11-17-2017

Date