

**Memorandum of Understanding**  
**Between Branch 84, National Association of Letter Carriers and**  
**The United States Postal Service, Ellwood City 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.** 12% of the carrier complement will be granted annual leave on a weekly basis. **The number of slots which are guaranteed is based on upon the number of career city carrier craft employees on the rolls at the beginning of the leave year.**

**B. Beginning dates for choice and non-choice selections.** On November 1st or the first working day following management will pass out leave applications on a seniority basis.

**C. Method of selection.** The carrier has 48 hours to make his/her choices unless a request is made for additional time. Both management and the union must approve such requests. Carriers will have the option of selecting 2 non-choice weeks at the same time they are selecting their choice vacations. Form 3971 must be submitted for the requested weeks. After the initial selection of non-choice weeks is complete a calendar showing the weeks selected will be posted and a copy given to the steward. One week after the non-choice calendar is posted all available weeks/day(s) in the non-choice period may be requested by submitting form 3971 in triplicate and hand delivered to the supervisor during a two-week period. Annual leave will be granted at this time based on seniority. **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.** All those carriers who desire a cancellation of pre-committed annual leave must do so 7 days prior to the start of his/her vacation week and shall notify management in writing. Management will notify the union and the week will be re-posted. Employees may cancel scheduled annual leave in non-choice vacation period by notifying their immediate supervisor in writing no less than seven days prior to the first day of approved leave. Management will notify a union official when the cancellation occurs.

Leave can only be canceled in increments of day(s)/week(s) as it had been bid. Employees may not cancel individual days when they have bid the full week or multiple days.

E. Employees who have accumulation of 440 hours, or 55 days at the beginning of the leave year, will be required to sign for sufficient leave to assure no employee will have over 440 hours leave balance at the end of the leave year, otherwise management will assign enough leave time to assure no loss of annual leave for any employee.

F. 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.

G. Vacation call-in – no carrier will be called in to work while on annual leave.

H. Military leave will not count as part of a carrier selection for the choice period, nor will it count against the branch's quota for the choice and non-choice vacation period.

I. Appropriate leave will be given to employees in situation of personal emergency. Personal emergency is defined as including, but not limited to, to death in the immediate family, court appearances, or appearances as a witness for a hearing or serious illness in the immediate family. Employee may be required to furnish documented proof for such leave.

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

The choice vacation period will begin the week that include Memorial Day through the week that includes Labor Day, plus the first week of antlered deer season and December 26-31.

#### **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. Should the number of vacation slots during the choice vacation period prove to be insufficient to cover the leave requirements of item 7 of the local agreement, additional slots will be provided. When additional slots are added the increased number will be added to the weeks as outlined in item 5.1 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.

#### **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”**

14% of the carrier complement, as defined in Item 4A, shall be granted leave weekly during the choice vacation period, except:

The first week of antlered deer season 2 carriers will be permitted off.

The week of December 26-31; 2 carriers will be permitted off.

**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 must submit a request, form 3971, for individual day(s) at least 7 calendar days in advance in order for the carrier to be guaranteed the day off. If the request is submitted less than 7 days in advance the request may be approved based on available manpower. Form 3971 must be submitted in triplicate and given to the supervisor. Management must approve or disapprove such within three (3) calendar days of submission. The language of this paragraph 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 holidays within a leave year and etc.

**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. Determine the full time regular employees for whom the day is a holiday or designated holiday. 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 Ellwood City 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 Ellwood City 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. The CC-2 carrier will move to an open route on that set of floats or bump the junior PTF or CCA holding down one of the routes on the float string. If another route on the swing is not available, the ODL carrier coming in on his/her off day will work the open route. If the CC-2 carrier is called in on his/her non-scheduled day, he will first go to any open route on his/her swing, or proceed to bump the junior PTF or CCA that is working one of the routes on his/her swing. Otherwise he/she will go to the open 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. 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 Committee.** Branch 84 will be consulted prior to the designation of employees to local committees by the postmaster or his/her staff. Letter carrier members of local committees shall be designated by the president or his/her designee of Branch 84. Committee meetings shall be held on the clock.

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



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David J. Chludzinski  
Labor Relations, Western PA District

Ted Lee, President  
Branch 84, NALC

11-17-2017

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Date

Date