

Memorandum of Understanding
Between Branch 84, National Association of Letter Carriers and
The United States Postal Service, Pittsburgh 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”

All carrier bid assignments, reserve carriers and unassigned regulars must rotate non-scheduled days except:

1. Collection Section
2. Routes currently established with a fixed non-schedule day.

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. 7% of the career carrier complement per section, as defined in Item 18, will be granted annual leave on a daily basis for the period of other than choice vacation. Career carrier complement will be determined from the number of career city carrier craft employees assigned to a section, as defined in Item 18, during the first full week of the leave year. The Supervisor, Customer Service Support will supply the names of each career carrier assigned to each section to the President, Branch 84.

B. Beginning dates for choice and non-choice selections. Selection of non-choice and choice vacation annual leave will begin the second week of the leave year. This will be considered the initial selection period.

C. Method of selection. Carriers and City Carrier Assistants shall indicate their selection for the choice and non-choice vacation on a calendar posted on the Union bulletin board.

1. **Carrier craft employees** will have a maximum two working days, i.e. days they are normally scheduled for work, to select their desired vacation picks. Failure to select within this specific 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 a selection. The passed employee must select from the slots available at the time of selection, and if insufficient slots are available, adjustment will be made in accordance with Item 7 of the LMOU.

2. In emergency situations which preclude an employee from selecting within the specified period, the responsible supervisor will report this matter to the Supervisor, Customer Services Support who will notify the President, Branch 84, NALC. Emergencies will be viewed as, but not limited to, illness, injury, or other situations based on equity. Whenever a carrier or Carrier Craft Assistant is passed over and subsequently selects his/her vacation, a notification of this will be made by the responsible supervisor and the shop steward will be notified.

3. Career carriers will be able to select up to 3 full weeks during the choice period as outlined in Item 7, and up to three full weeks in the non-choice vacation period. Carrier Craft Assistants may select one full week during the choice or the non-choice period. Employees must have sufficient annual leave to cover the absence. One week after the initial selection period, all unused slots may be selected on a first come first serve basis consistent with Item 12 B&C. Leave submitted on the same day will be granted based on seniority/relative standing.

4. The non-choice period will begin the first full week of March to the corresponding week of the following year excluding the choice vacation period identified in Item 9.

5. All career carriers will select leave for choice and non-choice periods in the section he/she is designated in Item 4B regardless of the carrier's subsequent bid to a different section. City Carrier Assistants will select leave from all remaining slots within the facility/station to which they are assigned.

D. Leave cancellation policy. Whenever a carrier craft employee or City Carrier Assistant desires to cancel his/her selected vacation period(s), two (2) weeks notification prior to the beginning of selected vacation must be given to the responsible supervisor at the work location where assigned. The vacated slot(s) shall be reposted immediately for seniority selection within the unit. These slots shall be available for selection for a period of no longer than three (3) working days, it will not be necessary nor will there be any obligation on the part of management to contact those carriers on leave, etc., regarding the reposted slot(s). No carrier by virtue of this provision may enjoy more than a total of three (3) weeks in the choice vacation period, nor violate the option selection stated in Item 7 Sections A and B. Exceptions to the two (2) week notification requirements will be resolved in the manner stated in the paragraph D above, i.e., emergency situations.

E. Leave for Union business. The President of Branch 84 will notify the Supervisor, Customer Support Service of the carriers attending the Congressional breakfast and the State Convention and the date. This date shall not be posted as a non-choice week. The carrier attending will have the option of selecting the whole week or the days needed. If the carrier chooses not to use the entire week the available days will be used as incidental leave for the section.

When the NALC Congressional breakfast 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. The President of Branch 84 will notify the Supervisor, Customer Support Service of the carriers attending the Congressional breakfast and the State Convention and the date. The number of carriers permitted off will not exceed 60 carriers.

When required to conduct the business of the Union, officers of Branch 84, NALC will be granted annual leave or leave without pay provided that approval of such leave does not seriously adversely affect the service needs of the installation. The President of Branch 84, NALC, must authorize by telephone and in letter form, all such requests. The requests will be submitted to the Supervisor, Customer Services Support with a minimum of forty-eight (48) hours notice.

Shop steward seminar – one (1) shop steward, or his/her designee, from each section except those sections with two (2) or more shop stewards – National Agreement, Article 17, Section 2.

a. Assistant shop stewards are not included except as the designee of the shop steward.

b. Executive Board members, not designated in the last paragraph of this item will be granted annual leave or leave without pay if replacements are available.

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. When a carrier or City Carrier Assistant transfers by bid or reassignment from the installation/section in which selection of a vacation period(s) was made, the selected period(s) will be retained and honored at the gaining installation/section.

I. There shall be no trading of vacation periods.

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

K. Ill during vacation – Carrier craft employees who becomes ill while on annual leave during a vacation period shall be allowed to have another selection consistent with seniority during the vacation period. (i.e. illness was for full week Monday-Friday)

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

The choice vacation period will be the following.

A. The period beginning with the week prior to service week in May that includes the Memorial Day holiday and ending with the service week in September which includes the Labor Day holiday.

B. The weeks including the holidays of Thanksgiving, Christmas day and New Year's day.

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”

Career Carriers 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 allotted to any section prove insufficient to cover the leave requirements of that section, additional slots will be provided. When additional slots are added the increased number will be reflected within the choice vacation period, at the point of the last carrier who exercised his/her option for choice vacation; additional slots will be added for the week or weeks needed to accommodate those carriers who have not selected except for the four week period in July.

In the event slots would have to be added to the entire choice vacation period to provide for the option outlined in Item 7 of this Local Memorandum of Understanding, carriers must maintain their original option and respective weeks originally selected on the first pick.

After all career carriers have made their choice and non-choice vacation selections, the vacation roster(s) will be circulated among all City Carrier Assistants who are assigned to the facility/station in accordance with their relative standing on the hiring register.

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 number of carrier craft employees that will be off each week of the choice vacation period will be 14 % of the career carrier complement, per section, as outlined in Item 18. The career carrier complement will be as defined in Item 4A.

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”

No later than December 1st, management will notify the Union and the delivery units of the starting date of the new leave year.

ITEM 12 – “THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD”

A. Carriers and Carrier Craft Assistants requesting annual leave other than that chosen by seniority during the choice/non-choice selections period must submit PS Form 3971, in duplicate, completing all applicable blocks not less than 14 days in advance. This incidental leave will be approved when the section is not maximized at 7% provided the carrier has sufficient annual leave to cover the absence. When leave is applied for less than 14 days in advance, management will reply within three (3) days following submission. Failure to reply within the three (3) day period does not automatically entail approval of the leave requested. Approval shall be based on available staffing. Leave forms must be hand delivered to the responsible supervisor on duty.

B. 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 annotate time received 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.

C. The language of this paragraph is not intended to allow any one carrier to submit a 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.

D. Seven percent (7%) of the carrier complement per section, as defined in Item 18, will be granted annual leave on a daily basis for the period of other than choice period (non-choice). Eleven-and-one-half percent (11.5%) of the carrier complement per section, as defined in Item 18, will be granted annual leave for the period of other than choice vacation (non-choice) for the two weeks of antlered deer season. For the two weeks of antlered deer season only, carriers may select individual days of annual leave. All selections during a leave week (Monday through Saturday), whether one day, multiple days or the entire week, will be counted as one selection of a non-choice week, counting towards the carrier's maximum of three weeks in the initial selection period as outlined in Item 4.C.3.

E. All annual leave requests for other than choice vacation period (non-choice) will be submitted in accordance with Item 4 of this LMOU – FORMULATION OF LOCAL LEAVE PROGRAM.

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.

Employees desiring to work overtime shall place their names on either the “overtime desired” list or the “work assignment” list during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list. Employees may switch from one list to the other during the two weeks prior to the start of the calendar quarter, and the change will be effective beginning that new calendar quarter. This paragraph is enforceable so long as this language remains the same as the National Agreement.

The overtime desired list shall be made in for each quarterly listing and shall be prominently displayed for each section. The overtime hours worked by the volunteer carriers will be credited on the list as soon as possible thereafter. The shop steward will be provided with a duplicate copy of the “overtime desired list” for each quarter, and will be informed of the overtime hours credited to each carrier thereon.

An employee who has been personally contacted to work overtime and is excused by management shall be credited on this list for the entire opportunity offered – work assignment overtime hours (hours worked on regular scheduled days on carrier’s own route) will not be credited on the overtime desired list. Signing up for the work assignment overtime does not create any entitlement or obligation to work overtime on a non-scheduled day.

If personal contact cannot be made, a witness, preferably the shop steward or his/her designee, will be authorized to verify this fact. Failure to contact an employee for overtime work will not entail a credit for the overtime opportunity offered.

In order to ensure equitable opportunities for overtime, overtime hours worked and opportunities will be posted and updated quarterly.

Carriers that are assigned to a new station or branch as a result of bidding, reassignment (or conversion) by management, and who desires to be continued their selected overtime desired list of status at the section of

their new assignment will be placed on the list and credited with the overtime of the carrier volunteer immediately senior to them.

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”

The following are designated as Sections within the Pittsburgh Installation:

Allegheny	McKnight
Arsenal	Millvale
Bellevue	Monroeville/Pitcarin
Blawnox	Mt. Lebanon
Bloomfield	Mt. Oliver
Brentwood	Mt. Washington
Brookline	Oakland
Carson	Observatory
Castle Shannon	Penn Hills
Cedarhurst	Pleasant Hills
Collections	Plum
Crafton	Shadyside
East Liberty	Sharpsburg
East Liberty Parcel Post	South Hills
Grant Street, Downtown	Squirrel Hill
Grant Street, Uptown	Swissvale
Green Tree	Upper St. Clair

Hazelwood
Homewood
Kilbuck/Neville Island

West Mifflin
West View
Wilkinsburg

When two (2) or more delivery units are combined, they will continue to be separate sections for the applicable provisions of this memorandum and the National Agreement.

ITEM 19 – “THE ASSIGNMENT OF EMPLOYEE PARKING SPACES”

The employee parking spaces currently utilized by the carrier craft in the Pittsburgh 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. Posting and bidding for duty assignments shall be installation-wide, except for posting of a permanently changed fixed schedule non-work day which shall be posted solely in the section affected. The bid schedule for the calendar year will be provided by Customer Service Support no later than the beginning of the year. The bid notice shall remain posted for two weeks and awarded as noted on the bid schedule. Carrier positions open for bidding and the result of the bidding will be posted on the official delivery unit bulletin board and a copy of both will be given to the carrier shop steward. At no time will a vacant position be added to the current bid sheet. 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 is called in to work on a non-scheduled day, he/she will work his/her bid assignment if the Q2/Utility Carrier can move to a vacant route on the swing. There will be no “bumping” of a Carrier who has opted for a route. If there is no vacant route on the Q2/Utility swing, the Full Time Regular will work the vacant route/routes in the section to be selected by seniority.

a. If there is more than one vacant route on the Q2/Utility Carrier’s swing and he/she is “bumped” then the Q2/Utility Carrier will be given consideration for the choice of the vacant routes on the swing.

b. The Q2/Utility Carrier will work his/her bid assignment as posted unless he/she is bumped.

c. When a carrier assumes a temporary vacancy of a Q2/Utility Carrier, that Carrier will be covered by this agreement regarding “bumping”.

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. Seniority Roster. The employer will provide an updated seniority roster and an updated CCA relative standing listing quarterly. Copies will be provided to the President, Branch 84, NALC and to each delivery unit for posting on the official United States Postal Service bulletin board.

F. When, after route examination or other adjustment, a carrier's adjusted route contains 30% or less of the original deliveries that route will be the subject of a round robin.

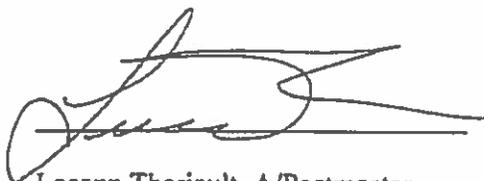
G. Both Union and Management will discuss if a route is considered the subject of a round robin if (not limited to):

1. Route is changed from mounted to foot unless demotorized.
2. Route is changed from/to Business to residential.
3. Route is changed from/to residential to apartments/highrise.

With these signatures, the United States Postal Service and Branch 84 of the National Association of Letter Carriers agree to these terms and give immediate effect to this Local Memorandum of Understanding, as authorized per the Local Implementation Provisions of the National Contract.

For the United States Postal Service:

For Branch 84, NALC:



Lecann Theriault, A/Postmaster
City of Pittsburgh

11/8/17
Date



Ted Lee, President
Branch 84, NALC

11/8/17
Date