

# Local Memorandum of Understanding

Between

National Association of Letter Carriers (NALC)  
Branch 1495

And

United States Postal Service  
Bellefonte, PA 16823

2019-2023

September 21, 2019 – May 20, 2023

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#### ITEM 1 - Additional Or Longer Wash-Up Time

The employer shall continue the present policy on wash-time. Therefore, reasonable time used for the purpose of washing up shall not be denied the employee.

#### ITEM 2 - Work Schedule

All full time regular carriers will have rotating days as opposed to fixed days off.

#### ITEM 3 - Curtailment Or Termination Of Postal Operations

A. When, due to "Act of God" extreme emergencies, or orders of local authorities, it becomes necessary to curtail, or terminate postal operations, the Postmaster or his designee, will inform the Union President or his designee, of the action to be taken and the effect on the Union members.

B. The President or his designee, Branch 1495 will be notified of the implementation of this article 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 effected. This proposal would include any state of emergency, Local, State or National.

#### ITEM 4 - Formulation Of Local Leave Program

A. Annual leave selections for choice vacation period will begin on the first Monday in February, using the vacation leave book. On this date the senior carrier will be allowed to make their selection (s) for the choice vacation period. The employee (s) will be allowed three (3) working days to make their selection (s). The leave book must be returned and PS Form 3971 completed in triplicate (3) prior to 1530 hours of the third day. If the leave book is not returned, as required, the employee will forfeit the opportunity for choice vacation selection during this round. This procedure will be followed by seniority until the entire carrier work force is given one (1) opportunity to select annual leave during this round of choice vacation period. The above procedure will be repeated immediately after completion of round one (1). Only those carriers who have not taken the full time allowable for the choice vacation will be considered. The leave book will be given for only one (1) day.

B. The above procedure will include PTF and City Carrier Assistant (CCA) carriers. However, only one (1) PTF and one (1) CCA carrier will be allowed on annual leave at any one time.

C. Carriers may receive time in choice vacation that is open after rounds.

D. All annual leave requests must be submitted in duplicate. If the employee wants a copy on the day of submission, he must prepare the request in triplicate and hand the application to the Postmaster or his designee.

E. One (1) carrier craft employee shall be allowed on annual leave at any one time during the non-choice vacation period, excluding the period from Saturday after Thanksgiving Day through Christmas Day.

F. Requests to cancel annual leave must be in writing. All cancelled leave will be posted immediately, to allow other carriers to apply. Cancellations will be in full week increments, except in emergencies, unless agreed to by management and the union.

G. An annual leave calendar will be posted on the workroom floor. This sheet will show what weeks are available for annual leave.

H. No annual leave shall be approved that will extend into the regular Pennsylvania deer season, excluding archery season.

I. Leave for the Pennsylvania deer season shall be the subject of labor/management meeting by November 15<sup>th</sup> of each leave year. All approvals/disapprovals shall be signed by the Postmaster or his designee and Union.

J. All leave requests by the letter carrier's crafts for emergency leave, such as an unforeseen circumstance or combination of circumstances which call for immediate action in a situation, which is not expected to be of a recurring nature, may be granted according with the local leave regulations.

#### ITEM 5 - Duration of Choice Vacation Period

A. The choice vacation period shall begin on the week which includes May 1 through the week which includes September 30.

#### ITEM 6 - Beginning Day of Employee's Vacation Period

The annual leave week shall begin on Monday and end on Sunday.

#### ITEM 7 - Employee's Option to make Selections During the Choice Vacation Period.

A. Annual Leave shall be granted as follows:

1. Employees who earn 13 days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed ten (10), shall be at the option of employee.



2. Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen (15), Shall be at the option of the employee.

3. An employee may request two (2) selections for annual leave for choice vacation period in units of 5 or 10 working days, the total not to exceed the 10 or 15 days as stated above,

ITEM 8 - Charging Jury Duty And Convention Leave During Choice Vacation Period:

Jury duty, Military leave and Convention leave to attend the state and/or national convention will not be charged to an employee's choice vacation selection; and jury duty and Military leave will not be charged against the craft's quota during choice vacation.

ITEM 9 - Number of Employees Granted Leave During Choice Vacation Period:

Two (2) carrier employees, by seniority selection, can be granted annual leave for the duration of choice vacation.

ITEM 10 - Official Notice of Employee's Approved Vacation Schedule

ITEM 11 - Notifying Employee of Beginning of New leave Year

ITEM 12-Submission of leave Application for Period Other Than Choice Vacation Period:

A. Application for annual leave may be submitted by the fifteenth (15<sup>th</sup>) of the preceding month and must be approved and/or disapproved by the twentieth (20) of the preceding month by seniority. All leave applied for during the current month will be on a "first come" basis and approved or disapproved in three (3) days. All leave slips not acted upon within the specified time limits allowed by this paragraph shall be approved by the Postmaster or his designee. All disputes shall be addressed prior to leave periods requested.

B. Those employees who have or will have "in excess" of the maximum allowable carry - over annual leave hours, must have applications submitted for the excess prior to October 1,

C. Annual leave requested on the day applied for shall be granted by seniority. No such leave shall be approved until after 8:30 A.M. unless it is an emergency.

ITEM 13 - Selecting Employees To Work On Holidays:

The following order will be utilized for the Holiday work:

1. Part Time Flexible
2. City Carrier Assistants (CCA)
3. Full - Time carriers who volunteer to work on their holiday or designated holiday or designated holiday by seniority
4. Non - Scheduled volunteers by seniority
5. Full - Time regulars selected to work on their designated holiday shall be by inverse seniority

ITEM 14 - Overtime Desired List

A. The posting of overtime listing shall include the regular carrier work force of this installation.

B. The overtime desired list shall be posted on the carriers' bulletin board for the entire full-time carrier craft.

ITEM 15 - Number of Temporary Or Permanent Light Duty Assignments

ITEM 16 - Method of Reserving Light Duty Assignments

Any employee who officially qualifies for light duty assignment shall be assigned light duty. Light duty assignments will not be made that are not consistent with the needs of the service.

ITEM 17 - Identification of Light Duty Assignments

A. The following may be considered as light duty assignment.

1. casing mail
2. collection service
3. delivery of mail including special delivery
4. re-writing, recording and correcting change of address cards, (from 3982)

B. Determining additional light duty assignments shall be the joint responsibility of the employer, the employee and the union president or his designee.

ITEM 18 - Assignment Comprising a Selection When Proposed To Reassign Excess Employees.

ITEM 19 - The Assignment of Employee Parking Spaces

The parking spaces assigned to the employees of the letter carrier craft shall be by seniority. However, should be an agreement be made with all crafts in the office combined, assignment by seniority shall apply.

ITEM 20 - Determination of Annual Leave To Attend Union Activities:

Two (2) employees shall be granted leave to attend slate and/or national conventions provided these weeks are reserved exclusively for that purpose. A written request to reserve these weeks must be presented to management prior to the beginning of the choice vacation selections. This reservation would preclude any further selections for the period reserved. Leave weeks reserved by the union for the state and/or national conventions will be entered on the leave calendar before it is circulated for choice vacation selections.

ITEM 21 - Craft Items Subject To Local Negotiations

Carrier shall have two (2) ten (10) minute breaks on street time.

ITEM 22 - Seniority, Re-Assignment And Posting

A. In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating his preference in the following manner:

Filling out form 1717 for each vacant assignment marking on each form, first choice, second choice, third choice, etc.

B. Letter carriers applying for an assignment shall make sealed bid on form 1717 and place it in the locked box provided, during the time the job is posted.

C. T-6 or utility assignment vacancies are to be posted and bid for in the same manner and subject to the same provisions as provided in this article.

D. An officer or a representative of the NALC Branch 1495 shall be present at the opening of the bid box and bids.

E. Any job may be withdrawn in writing until the final time of posting.

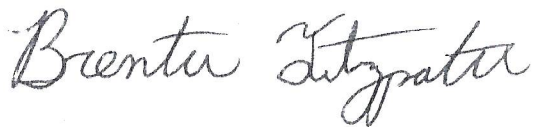
F. Posting assignments shall be awarded to the senior bidder. If the successful bidder wishes to regain his/her former assignment, the employee must re-bid his/her former assignment and must be the senior bidder.

G. When a letter carrier's 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, highways, housing projects, all routes(s) and full-time duty assignment(s) at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time assignment(s) was abolished shall be posted for bid in accordance with the posting procedure in this article.

H. A letter carrier's route and/or routes will be posted for bid when a total change of more than one (1) hour in starting time occurs during the length of this contract. However, the incumbent will be given the option to retain the assignment if he/she so desires.



This memorandum of understanding is entered on 5/28/2021 at Bellefonte, PA 16823 between the representative of U.S Postal Service and the designated agent of the National Association of Letter Carriers, Branch 1495, for the merged Branch at Bellefonte, PA 16823



**Brenton Fitzpatrick, Postmaster**

**For the U.S. Postal Service at Bellefonte, PA 16823**



**Kevin Sommers**

**NALC President**

**For the National Association of Letter Carriers, Local Branch 1495,  
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