

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL ASSOCIATION OF LETTER CARRIERS  
(NALC) BRANCH 1495

AND

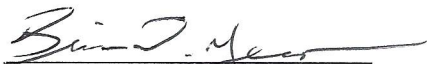
UNITED STATES POSTAL SERVICE  
STATE COLLEGE, PA  
16801

STATE COLLEGE, PA  
2019-2023

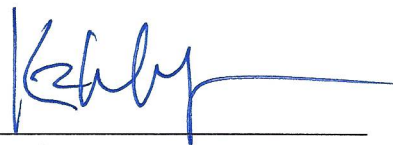
**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into on Friday May 28, 2021 at the State College, PA Post Office between the representatives of the United States Postal Service and the designated agent of NALC Branch 1495, pursuant to the Local Implementation Provisions of the 2019 National Agreement.

This Local Memorandum of Understanding shall be in full force and effect until midnight May 20, 2023, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.



Brian Mercer  
Postmaster, OIC  
State College Post Office



Kevin Sommers  
President  
NALC Branch 1495

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**ITEM ONE (1) – Additional or longer wash-up time.**  
**ARTICLE 8, SECTION 9**

- A. Management realizes that to present an acceptable appearance to the public, it is necessary for carriers who have performed dirty or toxic work to wash before leaving and returning to the office. Therefore, reasonable time used for this purpose will not be denied the employee. Management will also give reasonable wash-up time prior to carriers going to lunch; this will not be charged to lunch.

**ITEM TWO (2) – The establishment of a regular work week of five days with either fixed or rotating days off.**  
**ARTICLE 41, SECTION 1A.3**

- A. Non-scheduled days shall be on a weekly rotating basis.

**ITEM THREE (3) – Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.**  
**ARTICLE 30**

- A. 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 their designee), shall inform the Union President (or their designee), of the action to be taken and the affect on Union Members. The President of Branch 1495 (or their designee) shall 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, ice, rain, i.e., above the norm of the delivery area, management shall review carrier operations in the respected area/areas affected.
- B. Emergency caused by Acts of God or by Civil Disorders will be handled on an individual or group basis and any leave arising from such emergencies will be governed by Employee and Labor Relations Manual (ELM) Section 519.2.

**ITEM FOUR (4) – Formulation of local leave program.**  
**ARTICLE 10, SECTION 3**

- A. Management shall approve choice vacation periods by using the board system. Each carrier, in order of seniority, may place their name in no more than three (3) vacant and available vacation week(s). During the second round of vacation selection(s) each carrier may select from the remaining vacant and available weeks based on how many weeks the carrier accrues that vacation year, (i.e., if the carrier earns four (4) weeks during that current leave year, the carrier may select one (1) week if three (3) weeks were selected in the first round). During the third round of vacation selection(s), the carrier may select leave weeks up to the annual leave available to be used that was carried over from the previous leave year(s). First round selection(s) are for prime week(s) only. Second round selection(s) shall follow the completed first round with the procedure being the same only that prime and non-prime week(s) may be selected. Third round choice selections shall follow the completed first and second rounds with the procedure being the same and will be open to prime time and non-prime time selection(s). At the completion of vacation bidding, any vacant weeks shall be granted

on a first come seniority basis, based on the carrier's annual leave that is available. The Union shall assist management on the implementation of the choice vacation board system. The location of the choice vacation board shall be the carrier's bulletin board.

- a. On October 25<sup>th</sup>, each year, an announcement will be made that vacation selections will be made beginning November 1<sup>st</sup>. Carriers will be expected to have vacation picks prepared when they are called on to record their vacation picks, by seniority.
  - b. Any Carrier failing to make his/her selection shall be passed over by the next Junior Carrier selection.
  - c. In case of extended sick leave or emergency annual leave, it shall be the joint responsibility of the supervisor and the Union to make reasonable attempt(s) to notify such employee of the open period(s) for vacation selection.
  - d. It will be the responsibility of a Letter Carrier, scheduled for annual leave during the selection period(s), to submit his/her annual leave choices (via PS Form 3971), before going or while on annual leave.
  - e. There shall be no exchange of leave.
  - f. City Carrier Assistants are entitled to full participation in the vacation (prime time/non-prime time) and incidental leave provisions of this agreement, provided they have a sufficient leave balance to cover each leave request. All calculations involving the percentages of employees who are guaranteed leave, during all periods, involve only career carriers on the rolls at the time when calculations are performed. CCAs are not included in such calculations.
- B. Only those applicants with proof of a valid Pennsylvania Hunting License shall be eligible for leave during deer-doe season, which begins the Saturday after Thanksgiving. No annual leave shall be approved that will extend into regular Pennsylvania deer-doe season, excluding archery season. Annual leave shall be approved for Pennsylvania deer-doe season utilizing the board system of 8% of the carriers off per day **plus an additional two (2) vacation slots on the first Saturday of deer-doe season, available first to those possessing a valid Pennsylvania Hunting License (by seniority), then to non-hunter's (by seniority).** All remaining slots shall be open to the whole carrier craft for one day at a time by seniority, repeating, as necessary. The Union will be notified immediately of all cancellations of leave during deer-doe season, with all vacancies open to all carriers by seniority. The board system will be posted and updated daily.
- C. Advanced Leave
- a. Advanced leave shall be defined as leave that is necessary to be able to make reservations for a specific date, with no other alternative date available. First consideration shall be an elected or appointed delegate of a Union, Civic, Community Service or a Religious Organization.
  - b. All requests for advanced leave shall become an item of discussion at the next Labor-Management meeting and approval or disapproval shall be made at this time.
- D. Leave Program-Cancellations
- a. During the vacation period and non-primetime period, except desiring to cancel approved leave in emergencies, carriers must give a minimum of ten (10) days' notice in writing. Notice must be submitted prior to the end of the carrier's tour or scheduled tour. (By Wednesday (or ten (10) days) prior.) Cancellations may be done in daily increments and submitted in triplicate. The Union must be notified by 7:00 a.m. on the next business day.

- i. Leave cancellations cannot be submitted until after January 1<sup>st</sup> of the new leave year, except in cases where leave is requested between January 1<sup>st</sup> and January 10<sup>th</sup>.
- b. Leave approved for the vacation (prime/non-prime) period can be cancelled but must be reposted immediately and shall remain posted for three (3) days. (The award shall be made by 3:00 p.m. on the third (3<sup>rd</sup>) day to the senior bidder.)
- c. Cancelled leave periods shall be awarded by seniority. Cancellations must be done in triplicate on a PS Form 3971.

**ITEM FIVE (5) – The duration of the choice vacation period.**

**ARTICLE 10, SECTION 3E**

- A. The choice prime vacation period shall be twenty-two (22) consecutive weeks, beginning with the first full week in May.

**ITEM SIX (6) – The determination of the beginning day of an employee's vacation period.**

**ARTICLE 10, SECTION 3E**

- A. A week of annual leave shall begin on Monday and end on Sunday. Vacation hold-downs shall coincide with vacation leave week.

**ITEM SEVEN (7) – Whether employees at their option may request two (2) selections during the choice vacation period in units of either five (5) or ten (10) days.**

**ARTICLE 10, SECTION 3D 1-4**

- A. Employees may request two selections during the choice vacation period in units of five (5) and ten (10) days or one selection of fifteen (15) consecutive days as per Article 10 Section 3D.

**ITEM EIGHT (8) – Whether jury duty and attendance at National or State conventions shall be charged to the choice vacation period.**

**ARTICLE 10, SECTION 3**

- A. Leave for jury duty or to attend the functions of the National or State Carriers Union shall not be charged to the employee's period of choice vacation.

**ITEM NINE (9) – Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.**

**ARTICLE 10, SECTION 3**

- A. The vacation (prime time/non-prime time) selections will begin on November 1 and will conclude by December 31. Individual day selections will be made and must be submitted by January 15 to be returned approved or disapproved by January 31, and will also be able to be submitted throughout the current year. Percentages of (.5%) and higher will be rounded to the next highest number.

\*\*\* The following are the percentages (%) for the choice vacation period: \*\*\*

8% for the week including January 1<sup>st</sup> and ending the week including the last Sunday in April.

15% for the week including the first Monday in May and ending the week including the first Saturday in October.

8% for the week including the first Monday in October and ending the week including December 31<sup>st</sup>.

Incidental Leave request(s) for period(s) which are not filled during the vacation period will be granted based on the percentage (%) of carrier(s) permitted off at the appropriate percentage (%).

- B. Military leave shall not count as a part of a carrier's selection for the vacation period, nor shall it count against the branch's quota for the vacation period.

**ITEM TEN (10) – The issuance of official notices to each employee of the vacation schedule approved for such employee.**

- A. The return of the approved PS Form 3971 of the leave application shall serve as issuance of official notice to each employee of the vacation scheduled for him/her. All approved or disapproved PS Form 3971s must be returned by the close of business two days after the date of submission.
- B. A copy of the vacation schedule shall be posted immediately at the commencement of the vacation application period on the official Bulletin Board to be always available to the employer and the carriers. All approved leave and all changes shall be posted daily, by the supervisor in charge, to the vacation schedule in ink and initialed by him/her. The vacation schedule will be kept intact for the entire year.

**ITEM ELEVEN (11) – Determination of the date and means of notifying employees of the beginning of the new leave year.**

**ARTICLE 10, SECTION 4A**

- A. The employer shall, no later than October 25<sup>th</sup>, publicize on the bulletin board the beginning date of the new leave year, which shall be consistent with Article 10, Section 4A of the National Agreement.

**ITEM TWELVE (12) – Non-primetime Annual Leave Period(s)**

**ARTICLE 10, SECTION 4C**

- A. On October 1 of each year, the active career carrier force will be determined. The percentage (%) of the carrier work force, including CCAs, which shall be permitted off is calculated. The calculation is based upon the applicable percentage for the period in relation to the number of the career carriers on the rolls. Leave request(s) may be made in increments of hour(s), day(s) or week(s) as so desired by the carrier(s).
- B. Eight (8%) percent of the carrier work force will be permitted off on annual leave during the non-primetime period. Percentages of (.5%) or higher will be rounded up to the next highest number.
- C. The following period(s) of annual leave will be granted off based on the appropriate percentage (%) allowed as indicated:

- a. 8% on Saturday the first day of trout season (**plus an additional** vacation slot on the first Saturday of trout season, available first to those possessing a valid Pennsylvania Fishing License (by seniority), then to non-fisherman (by seniority).
- D. After each submission period, carrier(s) can submit additional annual leave request(s) for time off and leave will be granted based on the percentage (%) of carrier(s) off as outlined in this agreement. Leave slips submitted will be received on a first come first served basis and seniority prevails. Requests for leave submitted that do not meet the deadline outlined in Item 10 Section A may be granted at management's discretion.

**ITEM THIRTEEN (13) – The method of selecting employees to work on a holiday.**

**ARTICLE 11, SECTION 6**

Article 11.6B provides the scheduling procedures for holiday assignments.

Minimum pecking order should be followed:

1. All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
  2. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday—by seniority.
  3. City carrier assistant employees.
  4. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day—by seniority.
  5. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their non-scheduled day—by inverse seniority.
  6. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their holiday or designated holiday—by inverse seniority.
- A. For those carriers who are wanting to solidify their holiday or non-scheduled day off by taking annual leave immediately preceding or following said day off must do so in 8-hour increments to not be forced.**

**ITEM FOURTEEN (14) – Whether “Overtime Desired” list in Article 8 shall be by selection and/or tour.**

**ARTICLE 8, SECTION 5A**

- A. The overtime desired list shall be posted two (2) weeks prior to the start of each quarter on the carrier bulletin board for the entire full-time carrier craft.
- B. Original signed copy of the overtime desired lists, as posted, will be given to the Union President no later than the second day of each quarter.

**ITEM FIFTEEN (15) – The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments.**

**ARTICLE 13 – ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES**



- A. Any letter carrier who officially qualifies for light duty assignment, provided that light duty work is available, shall be assigned light duty in accordance with the provisions of Article 13, Section(s) 1 and 2 of the National Agreement.

**ITEM SIXTEEN (16) – The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.**

**ARTICLE 13 – ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES**

- A. Determining additional light duty assignments shall be the joint responsibility of the employer, the employee and the Union President or his/her designee.

**ITEM SEVENTEEN (17) – The identification of assignments that are to be considered light duty within each craft represented in the office.**

**ARTICLE 13 – ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES**

- A. The following may be considered as light duty assignments:
- a. Casing mail.
  - b. Performing services on auxiliary mounted routes which the ill or injured employee may be able to perform.
  - c. Processing UBBM mail.
  - d. Labeling cases.
  - e. Normal carrier duties which ill or injured carrier may be able to perform.
  - f. Records, reports, and communications dealing with carrier work.
  - g. Delivery of Express Mail.

**ITEM EIGHTEEN (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.**

**ARTICLE 41 – PRINCIPLES OF SENIORITY POSTING AND REASSIGNMENT**

- A. When a letter carrier's route or full-time assignment, other than letter carrier route(s) or full-time duty assignment(s) or 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 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.

**ITEM NINETEEN (19) – The assignment of employee parking spaces.**

**ARTICLE 20**

- A. The employer shall continue the current policy of parking with vacant parking spaces being assigned to senior employees.
- B. The parking spaces assigned to the employees of the letter carrier craft under the seniority system, will be used in a buddy system to better utilize the parking available for use on unassigned workdays and vacation periods. The letter carrier craft will police their own parking spaces within their craft, and will keep a current list posted, stating who is entitled to

use each space that is assigned to the letter carrier craft. Abuse of this system may be cause to eliminate these parking privileges.

**ITEM TWENTY (20) – The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.**

- A. Leave to attend the functions of the National or State Carriers Union shall be charged to the Branch's authorized period of choice vacation. Three (3) vacation slots for the National and three (3) vacation slots for the State functions shall be reserved.

**ITEM TWENTY-ONE (21) – Those other items which are subject to local negotiations as provided in the craft provisions of this agreement.**  
**ARTICLE 41, SECTION 1A.5**

- A. A letter carrier route will be posted for bid when a change of more than one (1) hour in starting time occurs providing the carrier whose route is affected gives his/her approval.

**ITEM TWENTY-TWO (22) – Local implementation of this agreement relating to seniority, reassignments and posting.**  
**ARTICLE 41, SECTION 1**

POSTING

- A. Bidding for vacant assignments will be restricted to letter carriers of this installation in which the vacancy occurs with seniority as the determining factor.
- B. In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating his/her preference in the following manner: Filling out Form 1717 for each vacant assignment marking on each form, first choice, second choice, third choice, etc....
- C. Letter carriers applying for an assignment shall make a bid on Form 1717 and place it in the locked box provided, during the time the job is posted.
- D. 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.
- E. An officer of the NALC Branch 1495 shall be present at the opening of the bid box and the bids.
- F. Any job bid may be withdrawn until the final day of posting. The job shall then be awarded to the senior bidder. To regain his/her former job, the employee must re-bid his/her former assignment and must be the senior bidder.
- G. Duty assignments within the craft of an anticipated duration of five (5) or more days shall be posted on the official bulletin board by the twentieth (20<sup>th</sup>) of the preceding month of the beginning day of the assignment. The award of the assignment shall be made by the twenty-fifth (25<sup>th</sup>) of the preceding month.
- a. Full-time reserve letter carriers shall be considered by seniority first.
  - b. Part-time flexible letter carriers shall be considered second, by seniority.
  - c. A carrier who is on a bid assignment that will last past the beginning day of the assignment to be bid shall not be eligible to bid.