

**Local Memorandum of Understanding**

**Between**

**Drexel Hill – Pilgrim Gardens Post Office(s)**

**And**

**Keystone Branch 157**

**National Association of Letter Carriers**

**2016 – 2019**

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## **Item A**

### **Article 1**

#### **Recognition**

This Memorandum of Understanding is entered into on September 6, 2018 for the Drexel Hill – Pilgrim Gardens Post Office(s) between the representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers pursuant to the Local Implementation Provisions of the 2016 – 2019 National Agreement. This Memorandum of Understanding constitutes the entire agreement relating to the Local conditions of employment.

#### **Item 1**

##### **Wash Up Time**

Each Letter Carrier will be granted a reasonable amount of time to wash up throughout the day. A supervisor shall be notified when an additional amount of wash up time is needed.

#### **Item 2**

##### **Regular Work Week**

All Full Time Carriers will be on either a fixed or rotating days off as presently exists (rotating). In the event a change is to be considered, it will be done by mutual consent.

#### **Item 3**

##### **Curtailment or Termination of Postal Operations**

It is recognized by both parties that on occasion emergency conditions may exist which would cause management to consider the curtailing of services such as; weather extremes, civil defense alerts, bomb scares, no heat in the winter, no lighting or excessive temperatures. In such cases, management will take into consideration the following factors in order;

- A. The safety and health of the employee
- B. The emergency as stated by other governmental authorities
- C. Management will consult with the Union before implementation of any action

If local conditions warrant the non-delivery of mail closing of the Office, those full time or PTF's (holddown) will not be charged with annual leave unless requested by the employee. (Work must be made available). This is reference to those employees who reported to work.

## **Item 4**

### **Formulation of Local Leave**

1. Annual Leave will be granted in any increments of units, hours, days and weeks.
2. Annual Leave will be granted throughout the year (leave may be granted during the period December 8<sup>th</sup> through December 25<sup>th</sup>).
3. All requests will be approved/disapproved within seventy-two (72) hours. A triplicate 3971 will be marked by the supervisor received. The duplicate 3971 will be returned to the Letter Carrier at the end of the seventy-two [72] hour period marked approved/disapproved. Where no action has been taken within this period, the request for leave will be automatically approved. The employee must advise management that they are enacting the "Automatic Approval Leave Provision".
4. Disapproval of any request for annual leave must be explained to the employee in writing by the disapproving supervisor and stating "Service Needs" will not be an acceptable explanation.
5. Once annual leave has been approved on Form 3971 by a supervisor the same may not be rescinded by any supervisor except in a serious emergency.
6. Emergency Annual Leave may be granted at any time throughout the year including December. Emergency Leave is defined as leave which is requested when unforeseen events necessitate the absence of the employee from their duties. It does not necessarily include events and activities planned in advance. An Employee who is unable to report for duty because of an emergency shall notify the Post Office as soon as possible. Employees requesting such leave will not be carried AWOL or Tardy pending approval.
7. Two [2] of Blood Donor Leave will be granted to employees who donate blood to a non-profit organization during each accounting period. If a determination is made by the receiving organization that the employee cannot give blood, he/she will be permitted the necessary travel time from his/her duty point to the blood donor facility with no loss of time.
  - A. Management recognizes that special circumstances may give rise to a need for an extension of this period of leave for blood donation and will consider the merits of request for such extensions on an individual basis.
8. After all Carriers have made their selection(s) during the various leave period(s) open day(s), week(s) will be selected and approved/disapproved based solely on the percentage(s) (%) applicable during those period(s).
9. Union Activity – One [1] Union Official requesting annual leave or leave without pay to attend a Union activity throughout the year will be given the same consideration as other leave. It will be without loss of their Choice Vacation time and it will not be charged to either Prime Time or Non-Prime Time.

## **Item 4**

### **Formulation of Local Leave**

**(continued)**

10. Exchange of Annual Leave periods will be permitted only after all Carriers senior to the exchanges in the Station have been offered said period. The exchange must be determined two [2] weeks prior to the beginning date of the leave. If less than that it will be considered under the cancellation provision.
11. When notified five [5] days in advance cancellation of Choice Vacation periods will be posted for five [5] days. If less than five [5] days remain before the beginning date of the canceled period, the vacation will be posted for the amount of time remaining. Cancellations of Choice Vacation Periods may first be bid by Carriers junior to the Carrier who cancels their vacation. If no junior Carriers bid on the canceled vacation, a senior Carrier can bid; in this instance seniority will prevail.
12. Weekly vacation will be given preference over individual days during the Choice Vacation Period.

## **Item 5**

### **Duration of Choice Vacation Period**

The Choice Vacation Period will be the second Sunday in May to the first Sunday in October.

## **Item 6**

### **Beginning Day of Vacation**

Vacations will begin on Sunday and end on Sunday.

## **Item 7**

### **Selection of Weeks**

Carriers who are eligible for three [3] weeks vacation may at their option request two [2] selections during the Choice Period in units of either one [1] or two [2] weeks; the total not to exceed three [3] weeks. (i.e., three [3] weeks in a row or two [2] weeks and one [1] week)

**Item 8**  
**Jury Duty, National or State Convention, Military Leave**

1. An employee who is called for jury duty during their scheduled Choice Vacation Period shall be eligible for another period in lieu thereof. During the Choice Vacation Period every reasonable effort will be made to work out a mutually agreeable period.
2. Any employee ordered for military training during their scheduled Choice Vacation Period shall be eligible for another available period in lieu thereof. During the Choice Vacation Period every reasonable effort will be made to work out a mutually agreeable period.
3. Leave used to attend Conventions or employee organizations will not be charge to the employees Choice Vacation Period.

**Item 9**  
**Number of Employees Off**

The number of Carriers granted Annual Leave during the Prime Time Vacation Period shall be 16% the second Sunday in May until the first Sunday in October of the established Carrier Complement at Drexel Hill-Pilgrim Gardens Post Office(s) as of February 1 of each year. Any (%) of .5 or higher will be rounded up to the next higher number.

1. CCA's will be permitted Choice and/or Non-Choice leave after all career employees have made their selections per the existing LMOU. CCA leave selections will use the same Choice and Non-Choice LMOU procedures that are currently in place.
2. If a request for leave is submitted by more than one CCA on the same date, the leave will be approved for the CCA with the highest relative standing.
3. Leave requests can be submitted for a full week or incremental periods.
4. The CCA must have a sufficient leave balance to cover the time off at the time it is taken,

When CCA leave selection(s) maximize the number of letter carriers permitted off during Choice and /or Non-Choice, additional slots will be provided to the career workforce as follows;

1. Facilities with less than ten (10) CCAs will be capped at one (1) additional slot for career employees.
2. For every ten (10) CCAs in the facility, two (2) additional slots will be made available to the career employees.
3. No additional slots will be made available in conjunction with a holiday schedule.

## **Item 10**

### **Official Notices**

Management shall notify all Carriers by February 1 of the beginning and ending dates of the period for making selection during the Choice Vacation Period. Selection will be from March 1 to March 21.

The method for making Choice Vacation selections will be as follows;

A supervisor will pass a calendar throughout the Carrier workforce on a seniority basis. Each Carrier will indicate their selection for the Choice Period on the calendar for weekly selections. After the entire complement has selected the weekly vacation choices, single day choices will be selected by the Carriers on a seniority basis to complete the agreed percentage. All leave will be submitted on a PS Form 3971 to be filled out in duplicate. Leave slips will be returned to Carriers within five [5] days of the close of the selection period.

## **Item 11**

### **Beginning of New Leave Year**

No later than November 1 of each year, management will notify all Carrier Craft Employees of the beginning of the New Leave Year. A written notice of this will be posted on all employee Bulletin Boards. This notice will be announced to the Carriers for three [3] consecutive days.

## **Item 12**

### **Non Prime time**

On November 30 of each year the Active Carrier Force will be determined. Annual Leave will be granted consistent with the following guidelines;

- A. Eight percent [8%] of the active Carrier force will be permitted to take annual leave during the Non-Prime Time Periods. Percentages of or more .5 will be rounded up to the next highest number
- B. Leave will be approved on first come, first served basis except where requests are submitted on the same date at which time seniority will prevail.

On December 1 through December 7 of each year, Carriers will submit 3971's, Annual Leave Request. This will be for the period January 1 to the beginning of Prime Time.

On August 1 through August 7 of each year, Carriers will submit 3971's, Annual Leave Request. This will be for the period covering the end of Prime Time to December 31.

All Leave Slips will be returned to the Carriers by December 15 or August 15 except when the 15<sup>th</sup> falls on a Sunday or Holiday; in this instance they will be returned the next workday.

During these periods all slips will be considered as being submitted on the same day.

1. CCA's will be permitted Choice and/or Non-Choice leave after all career employees have made their selections per the existing LMOU. CCA leave selections will use the same Choice and Non-Choice LMOU procedures that are currently in place.
2. If a request for leave is submitted by more than one CCA on the same date, the leave will be approved for the CCA with the highest relative standing.
3. Leave requests can be submitted for a full week or incremental periods.
4. The CCA must have a sufficient leave balance to cover the time off at the time it is taken,

When CCA leave selection(s) maximize the number of letter carriers permitted off during Choice and /or Non-Choice, additional slots will be provided to the career workforce as follows;

1. Facilities with less than ten (10) CCAs will be capped at one (1) additional slot for career employees.
2. For every ten (10) CCAs in the facility, two (2) additional slots will be made available to the career employees.
3. No additional slots will be made available in conjunction with a holiday schedule.

For the following Non-Prime Time Weeks; Easter Week, Thanksgiving Week, Christmas Week and New Year Week the percentage will be as follows;

<b>Easter Week 12%</b>	Palm Sunday through Easter Sunday
<b>Thanksgiving Weekend 12%</b>	Friday and Saturday
<b>Christmas Week 12%</b>	December 26 through January 1 no matter how the days fall

During the Selection Period, August 1-7 and December 1-7 submission of week(s) will take preference over day(s).

## **Short Term Annual Leave**

Short Term Annual Leave outside of Prime Time Selection Period and Regular scheduled Non-Prime Time Selection Periods, March 1 through March 21, August 1 through August 7 and December 1 through December 7 are as follows;

1. Request(s) for Annual Leave submitted a minimum of five [5] days in advance of the leave request will be approved/disapproved based on the percentage of Carriers permitted off during either Non Prime Time Periods or Choice Vacation Period. Approval/disapproval will be made within seventy-two [72] hours.
2. Leave Request(s) not submitted a minimum of five [5] days in advance will be approved/disapproved within seventy-two [72] hours.
3. Leave Request(s) submitted on the day preceding the requested leave will be approved/disapproved as soon as possible or no later than the Carrier(s) end of tour.
4. Same day Short Term Leave Requests will be approved/disapproved within two [2] hours of submission.

All Short Term Leave Request(s) will be approved/disapproved on a first come, first served basis, except where requests are submitted at the same time, at which time seniority will prevail.

Approval/disapproval for category #1 will be based solely on the allowable percentage (%) as provided for during the various periods (Non Prime Time Periods and Prime Time)

No "Automatic Untimely Submission" or "Automatic Service Needs" as a reason(s). Approval/disapproval for categories #2, #3 AND #4 MAY BE BASED ON Service Needs. The reason must be defined as to what Service Needs, e.g.; unscheduled absences; overtime would be needed to cover this absence.

## **Item 13**

### **Holiday Scheduling**

The following sequence will be followed when scheduling employees to work on a holiday or designated holiday provided that such scheduling produces a workforce which meets the operating skill requirements of the holiday or designated holiday.

- A. All Part Time Flexible Employees to the maximum extent possible, regardless of the necessity to pay overtime premiums.
- B. All Full Time Regular Employees, who volunteer to work either their holiday or their non-scheduled day shall be combined into a single group ranked in seniority order and selected to work by this list.



### **Item 13**

#### **Holiday Scheduling**

**(continued)**

1. During the polling Carriers may volunteer to work for Premium Overtime) Pay. If additional scheduling is needed after the Holiday Schedule has been posted the volunteers will be selected by seniority.
- C. All CCA's to the maximum extent possible, regardless of the necessity to pay overtime premiums.
- D. All Full Time Regular Employees who did not volunteer to work shall be selected by inverse seniority.
- E. If additional employees are needed and not filled by Section B-1 above, they will be selected by inverse seniority.

### **Item 14**

#### **Overtime Desired List**

The Overtime Desired List will be on an Office wide basis by craft for Drexel Hill-Pilgrim Gardens Post Office(s).

### **Item 15**

#### **Number of Light Duty Assignments**

There will be no restrictions as to the number of Light Duty Assignments within the Letter Carrier Craft depending on the number of hours available for wither temporary or permanent Light Duty.

Assignments will be made to the fullest extent possible and will be consistent with the National Agreement.

### **Item 16**

#### **Light Duty Which Conflicts**

Any Light Duty which conflicts with the Regular Carrier Force will be handled in accordance with Article 13 of the National Agreement.

## **Item 17**

### **Identification of Light Duty Assignments**

A “Light Duty” Assignment is any assignment within the physical capability of an employee who is temporarily or permanently incapable of performing their normal duties as a result of illness or injury.

## **Item 18**

### **Reassignment and Determining Section**

It is agreed that Drexel Hill-Pilgrim Gardens Post Office(s) will be known as an Installation. It is further agreed that when it is necessary to reassign within this Installation, employees who are excess to the needs, Management will meet with the Union to present the facts. This will be done prior to a final determination.

## **Item 19**

### **Parking**

Management will allocate employee parking spaces only on those existing spaces excess to the needs of the Postal Service. The formula to be used to allocate craft employees parking will be based on the percentage of employees in each craft as related to the total office complement. Assignment of allocated parking spaces to individual Carrier will be made by the Union.

## **Item 20**

### **Union Activities Choice Vacation**

**See Item 4, #10 Page 4**

**See Item 8 Page 5**

## **Item 21**

### **Starting Changes of Less Than One [1] Hour & More Than One {1} Hour**

When starting times of Full Time Carrier Positions are to be changed the NALC will be informed of the reasons for the change.

- A. If less than [1] hour, no posting will be required
- B. If more than [1] hour, the decision to post or not will be determined after the NALC discusses the change with the Carriers. The NALC will then advise the Postmaster of the Carrier's decision.

## **Item 21**

### **Regular Working Their Non-Scheduled Day**

A Regular Carrier called in on their non-scheduled day will work their own assignment.

- A. The Utility will be bumped off their scheduled assignment.
  - 1. The Utility selects an open assignment on their string
  - 2. If there is no assignment open on their string, the Utility will bump the Junior PTF/CCA holding down one of the assignments on the Utilities string.
  - 3. If there is no PTF or CCA working on their string, the Utility will make a selection of available open assignment(s) Office wide using their seniority.
  - 4. If there is no open assignment(s) to choose from, then the Utility may bump the junior PTF holding down an assignment or opt to select other work which may be available to make up the available to make up the balance of their tour.
- B. When the Utility bumps a PTF off a holddown, Management can reschedule the PTF/CCA as may be needed on that day. However, the PTF/CCA will work eight [8] hours.
- C. Upon conversion of a PTF/CCA to Regular status, a holddown ends.

## **Item 21**

### **Abolishment of Full time Position**

When a Letter Carrier route or Full Time Duty Assignment other than the Letter Carrier routes(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 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.

A route or full time duty assignment(s) will be considered abolished if over 50% of the delivery points assigned to a route or full time duty assignment have been eliminated from the route or full time duty assignment.

If the route or full time duty assignment includes collection duties, this shall be considered by the percentages of collection time on the route that has been taken off the assignment and in conjunction with delivery point percentages over the 50% rule shall apply.

In regards to Grade 2 Carrier Technician assignment, if three or more routes are taken off the Grand 2 string, that assignment shall be considered abolished.

## **Item 21**

### **Representation**

The Stewards will be afforded prompt, proper and due recognition by all supervisory personnel and Management Officials in carrying out their duties, responsibilities and obligations under this Memorandum of Understanding and the National Agreement.

The parties of this agreement will meet each quarter, except in the fourth quarter, the meeting will be held in November along with the Christmas Meeting.

The dates and times of the meetings will be established by mutual agreement.

There will be no more than two [2] members of each craft at any Labor Management Meeting.

Two [2] additional meetings may be held each year with one [1] member of each craft on the clock. Dates will be set by mutual consent.

**Item 21**  
**Representation**  
**(continued)**

It is agreed that agenda items for discussion at all Labor management Meetings will be exchanged by the parties to this agreement at least one [1] full work day before the scheduled meeting. Items not placed on such agendas will be discussed at the end of the meeting. If no agendas are exchanged, it will be understood that the meetings will not be held.

All items will be initialed by Postmaster or designee within seven [7] days. The Postmaster will provide the Branch President with the minutes of the meeting.

Branch 157 will be consulted prior to the designation of employees to all Local Committees where applicable by the Postmaster and/or his staff. Letter Carrier Members of all committees will be designated by the President of Branch 157. Committee meetings will be held on the clock.

Upon request to the appropriate Supervisor, the Steward may be permitted to enter into any work location where a problem has been reported involving personnel policy and practices or any other matter effecting terms or conditions of employment or any employee or employees he represents, for the purpose of resolving the problem with the employee or employees and/or the Supervisor or Supervisors involved.

Such attempts at resolution will be conducted on the clock during the Steward (or his alternate) regularly scheduled work day.

Stewards and Supervisors will be cooperative to the fullest extent in furthering the good of the service and the employee's welfare by keeping employees currently informed of any changes in policy or procedure by the method of periodic discussions on the workroom floor. Employees will be on the clock for the time necessary.

Upon request, Representatives of Branch 157 will have the right to use the Post Office telephones, copier, fax, penalty envelopes and PA System for the purpose of performing and engaging in Official Union duties and any business related to the Collective Bargaining Agreement and the Local Memorandum of Understanding.

Requests will not be unreasonably denied.

## **Item 21**

### **Seniority List**

An updated seniority list of all Letter Carriers will be posted on the Employee Bulletin Boards once every six [6] months.

A copy will be forwarded to the Branch President.

## **Item 22**

### **Reassignment**

For the purpose of seniority, reassignments and posting, all stations, branches and the main officiate at Drexel Hill Post Office will be considered one section. All matters will be handled on an Installation wide basis.

## **Item 22**

### **Holddown**

Management shall submit a list when there are temporary vacant Full time Assignments of anticipated duration of five [5] or more days. This list will show;

- A. Route Number
- B. Duration of Assignment
- C. Will be submitted on a weekly basis to;

1. Full Time Reserve, Unassigned Regular, Part Time Flexible Letter Carriers and CCA Carriers by seniority, who indicate their preference by initialing and dating the list.
2. The senior Carrier, who pursuant to the above has selected a craft duty assignment by exercise of seniority, will work that duty assignment for its duration.
3. During Prime Time, holddowns will be awarded based on seniority on Wednesday the week prior to the start date of the holddown. If leave is turned back after the date the holddown is awarded, there will be no reposting of holddown for that period.

## **Item 22**

### **PTF Seniority**

Part Time Flexible employees may use their seniority to bid for their vacation period(s) and for available temporary assignments of five [5] or more days.

As successful bidders, they assume the hours of duty and the schedule of work days of the Full Time Carrier whose assignment they are covering.

## **Item 22**

### **Breaks**

On July 21 of each year the Union will determine whether both breaks are on the street or one is in the office and other on the street.

Pursuant to Article XXX of the National Agreement the Articles negotiated at the Local Level and those Articles brought forth from previous Local Memorandums of Understanding constitutes the entire Agreement between Branch 157, National Association of Letter Carriers and the Drexel Hill Post Office.

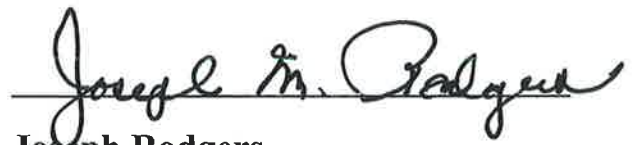


**Dan DeLuca**

**Postmaster**

**Drexel Hill-Pilgrim Gardens Post Office**

**September 6, 2018**



**Joseph Rodgers**

**President**

**Keystone Branch 157, NALC**

**September 6, 2018**



