

# Local Memorandum of Understanding

Between

Abington Post Office

And

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Branch 157, National Association of Letter Carriers

2016 – 2019

**Item A**  
**Article 1**  
**Recognition**

This memorandum of Understanding is entered into on September 6, 2018 at Abington Post Office 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 provision 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 prior to leaving for the street and his end of tour. A Supervisor shall be notified when an extra amount of wash up time is needed.

**Item 2**  
**Regular Work Week**

All Regular Carriers will be on a fixed or rotating work schedule, as presently exists. Any contemplated changes the Union will be notified and these changes will be made by mutual agreement.

**Item 3**  
**Curtailment of 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 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 and acted upon 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 or closing of the office, the employee will not be charged with Annual Leave unless requested by the employee. (Work must be made available).

## **Item 4**

### **Formation of Local Leave Program**

1. Annual Leave will be granted in increments of units, hours, days and weeks.
2. Annual Leave will be granted throughout the year.
3. All requests for Annual Leave will be approved or disapproved within [24] 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 [24] hour period marked approved or disapproved. Where not action has been taken within this period, the request for leave will be automatically approved.
4. Disapproval or 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 will 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 activities planned in advance. An employee who is unable to report as possible. Employees requesting such leave will not be carried AWOL or Tardy pending approval/disapproval.
7. All requests for LWOP will be granted same consideration as applications for personal leave in accordance with ELM 514.22. Employees requesting such leave will not be carried AOL pending approval/disapproval.
8. Blood Leave – It is agreed that employees excused from their regular tour of duty to make donations to the Red Cross or other non-profit blood bank will receive Administrative Leave in accordance with ELM 519.25.
9. One Union Official requesting Annual Leave or Leave Without Pay to attend an official Union activity throughout the year will have such leave granted. If known in advance, it will be considered part of the Non-Prime Time percentage. However, every effort will be made to grant such leave if the maximum number of people is already off. It will not be charged to the Prime Time Vacation Period
10. The practice of excusing employees from duty on all Religious Holidays and other special occasions to the fullest extent possible will be continued.
11. All Full Time Regular and Part Time Flexibles will receive a vacation during the choice period, if requested.

**Item 4**  
**Formulation of Local Leave Program**  
**Exchange of Vacation**

Exchange of Annual Leave Periods will be permitted only after all Carriers senior to the exchanges in the Station have been offered said period.

**Item 4**  
**Formulation of Local Leave Program**  
**Cancellations**

Cancellations of choice vacation periods will be posted for five [5] days.

If less than five [5] days remain before the beginning date of the cancelled 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 cancel s his vacation. If no junior Carries bid on the cancelled vacation, a senior Carrier can bid, in this instance seniority will prevail.

**Item 5**  
**Duration of Prime Vacation**

The Prime Vacation Period will be the third full week in May to the last full week in September.

**Item 6**  
**Beginning Day of Vacation**

Vacations will start on Sunday and end on Sunday.

**Item 7**  
**Selection of Weeks**

Employees may at their option select two choices during Prime Time in units of either [5] or [10] work days. The total not to exceed the [10] or [15] days. ([2] weeks plus [1] week or [3] in a row.)

**Item 8**  
**Jury Duty, National or Ste Convention**

Jury Duty will not be charged to the Choice Vacation Period, National or State Conventions will not be charged as a pick or a selection during the Choice Vacation Period. It will however be considered part of the percentage. One [1] additional Carrier will be permitted off over and above the percentage, if they did not have the seniority to make the selection.

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

The number of Carriers off each week during Prime Time Vacation will be 16% of the Station Compliment as of February 1<sup>st</sup> of each year. Percentages of .5 or higher will be rounded off to the next higher number.

**Item 10**  
**Official Notices**

Supervisors in cooperation with the NALC Steward will announce to the Carriers no later than January 1<sup>st</sup> that picking for vacations will be from February 1 to February 15. A notice announcing the vacation period will be posted no later than February 15.

When the number of Carriers off each week is determined, the supervisor will make a chart with [1] space for each Carrier permitted off for each week of the vacation period. Starting on the first day of the picking period, the senior Carrier will select his vacation and the remaining Carriers will make selections in descending seniority. The supervisor will contact each Carrier who is IOD, extended illness, detailed, etc. and no Carrier will be permitted to select until the Carrier senior to him has been given his opportunity to select. Carriers not prepared to select when contacted will be bypassed until they are ready to select.

The vacation schedule will be posted on the bulletin board. A duplicate copy of the employees vacation period will be returned signed by management at the end of the bidding period, February 15.

1. CCAs 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.

**Item 10**  
**Official Notices**  
**(Continued)**

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 sufficient leave balance to cover the time off at the time it is taken.

**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 work days.

**Item 12**  
**Non-Prime Time**

On December 15<sup>th</sup> of each year this Installation will determine the active Carrier force. 8% of the active Carrier complement will be granted leave consistent with the following guidelines;

- A. Leave will be approved on a first come first served basis except where requests are submitted on the same date at which time seniority will prevail.
- B. Leave requests can be submitted at any time.
- C. Percentages of .5 or higher will be rounded off to the next higher number.
- D. Leave requests submitted at least five [5] days prior to the day or days requested will be granted up to the allowable percentages of each period.
- E. Same day leave requests will be approved/disapproved within two [2] hours.

On December 1 thru 7 leave slips will be accepted for the period January 1 thru to the beginning of Prime Time.

On August 1 thru 7 leave slips will be accepted for the period from the end of Prime Time to December 31.

**Item 12**  
**Non-Prime Time**  
**(Continued)**

All leave slips accepted during the periods above will be considered as received on the same day and seniority will prevail

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. If there are less than ten (10) CCA 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.

**Christmas Week 10%**

December 25 to January 2, 2019

December 25 to January 2, 2020

**Thanksgiving Week 10%**

**Easter Week 10%**

From Sunday before Easter to Easter Sunday.

**Item 13**

**Holiday Scheduling**

The following procedures will be followed when selecting Carriers to work on holidays;

1. CCA's even if overtime is necessary
2. Part-Time Flexibles even if overtime is necessary
3. Full-Time Regular Volunteers who work their non-scheduled day
4. Full-Time Regular Volunteers who work their holiday
5. Full-Time Regular Non-Volunteers by juniority

## **Item 14**

### **Overtime Desired List**

The overtime list will be on an office wide basis according to craft for Full-Time Regular Letter Carriers. Overtime for Par-Time Flexibles will be distributed as equitably as possible,

Letter Carriers will be allowed to remove their names from the Overtime Desired List once during the quarter. This must be done in writing and will go into effect the next working day after the contested OT.

## **Item 15**

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

Every effort will be made to provide light duty work for all Letter Carriers in accordance with his/her medical restrictions and work available.

## **Item 16**

### **Light Duty Which Conflicts**

Any Light Duty assignment which conflicts with the Regular Carrier Force will be done in accordance with Article XIII of the National Agreement.

## **Item 17**

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

It is agreed that Light Duty assignments for Letter Carriers may include, but not limited to;

- A. Casing and strapping out of a route or routes
- B. Assisting other routes setting up mail
- C. Relabeling Carrier cases
- D. Rewriting or lining out of Form 3982's
- E. Rewriting Carrier Route Book
- F. Maintenance of delivery service equipment
- G. Training new employees
- H. Casing curtailed and/or backlogged mail on other routes
- I. Any other duties which in the future could be deemed as Light Duty in the Carrier Craft



## **Item 18**

### **Reassignments**

It is agreed that this Post Office 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 final determination.

## **Item 19**

### **Parking**

All Letter Carriers shall have access to the available parking facilities of the Post Office.

## **Item 21**

### **Representation**

A copy of posted notices or communications issued by the employer or to employees relating to policy or matters which effect the employees and/or the Letter Carrier Craft will be furnished to the Steward prior to, at the time of issuance.

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; the meeting will be held in November along with the Christmas Meeting.

The meeting will convene at a time mutually agreed upon by the Union and Management.

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

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

It is agreed that agenda items for discussion at all Labor Management Meetings will be exchanged by the parties to this agreement at least [3] full; work days 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 agreed to will be in writing and signed by both parties.

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

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.

The President of Branch 157 will be notified at least [24] hours prior to any pre-employment orientation program for new employees and said President (or his designee) will be provided ample opportunity to address such new employee or employees.

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 offering terms or conditions of employment of 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's (or his designee) regularly scheduled work day.

The Steward or alternate of Branch 157 will be consulted by the Postmaster or his designee on all personnel actions concerning members of the Letter Carrier Craft.

Stewards and supervisors will cooperate 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.

Representatives of Branch 157 will have the right to the use of Post Office telephones 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.

## **Item 21**

### **Route Inspections**

All Carriers will be notified [2] weeks in advance of route inspections and at that time will be given a copy of printed instructions and sample forms.

## **Item 21**

### **Uniforms**

Carriers will be permitted to take their outer shirts off when working within the confines of the building, providing they are not in full view of the public.

## **Item 21**

### **Comfort and Lunch Stops**

When there are no suitable places to take a comfort and/or lunch stop on a route, a Letter Carrier will have the right to travel outside his route where accommodations are available. Such travel will be discussed with the supervisor so that suitable locations may be designated.

## **Breaks**

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

## **Item 21**

### **Air Conditioning**

The air conditioning will be properly maintained and serviced according to OSHA regulations.

## **Item 21**

### **Inspection of OPF**

1. A Letter Carrier will, upon request, have the right to inspect his official personnel folder.
2. Upon the employees' request the Branch President and/or his designee may accompany the employee during the inspection.
3. Employee will be able to obtain copies of all materials placed in his/her folder.

## **Item 22**

### **Seniority Lists**

An updated seniority list of all Letter Carriers at this Installation will be posted on Employee Bulletin Boards. The list will be updated once every six months (January 1 and July 1) or when there is a personnel change whichever comes first.

## **Item 22**

### **Posting and Bidding**

- A. When two or more vacancies occur in a Station at the same time, they shall be posted and bid one at a time, but not less than five [5] days apart.
- B. Letter Carriers applying for an assignment shall make a sealed bid in writing to the supervisor in charge of the Installation during the period for which the notice is posted and opened in the presence of a Union Representative of Branch 157.
- C. The senior applicant for a vacant assignment will be placed in the assignment within [15] days of the closing of bids, unless on leave except in December, when the successful bidder will be placed in his new assignment on the first work day of January.
- D. Utility T-6 and reserve (Float) Letter Carrier vacancies will be posted for bid in the same manner and subject to the same provisions as provided in this Article of this Local Memorandum of Understanding.
- E. All Full-Time Carrier vacancies will be posted for [10 days].

## **Item 22**

### **Assignments**

When there is a change of more than [1] hour in the starting time of a route, the decision to post or not to post will be done by mutual consent.

### **Regular Carrier Working His Non-Scheduled Day**

In the event a regular assigned Carrier is requested to work on his non-scheduled day, he will be assigned to work his own route. A Reserve Carrier (Float) is covering one of the routes on the utilities string; he will be bumped on a daily basis regardless of it being a holddown. This bumping will also happen to a Part-Time Flexible or CCA who may be filling in for a vacancy or a holddown. Below is listed the exception to the duration clause and the bumping procedure to be followed;

## **Article 41, Section 2 B5**

- A. Full Time Reserve and unassigned Carriers who have insufficient work for eight hours bump Part-Time Flexibles or CCA's on temporary bid assignments.
- B. Full-Time Regular Carriers who are called in to work their own route on their non-scheduled day, bump their Utility or T-6 Carriers who then bump a Reserve, Unassigned, Part-Time Flexible Carrier or CCA holding a temporary bid assignment on one of the four routes on the Utility or T-6 String. However, there is no bumping if there is an open route on the string.
- C. There is not eight hours of work in the delivery unit for a reserve or unassigned who may bump a Part-Time Flexible or CCA holding a temporary bid assignment rather than be reassigned to another delivery unit where there is eight hours of work.
- D. A Reserve or Unassigned Carrier is the successful bidder or a permanent vacant duty assignment.
- E. A Part-Time Flexible Carrier or CCA is converted to a permanent route vacancy.
- F. Reserve and Unassigned Carriers bid on permanent route vacancies. Reserve Carriers, by virtue of having craft full duty assignments, may not be arbitrarily moved from their permanent or temporary bid assignments. Unassigned Carriers may be assigned to permanent route vacancies after their temporary bid assignments have ended.
- G. If nothing is available in the utility string, he will choose vacant assignments with is seniority.

## **Item 22**

### **Assignments**

#### **Part-Time Flexibles**

Part-Time Flexible employees and CCA's may use their seniority to bid for their vacation period and for available temporary assignments of five or more days. As successful bidders they assume the hours of duty and schedule of work days of the Full-Time Carrier whose assignment is being covered.

### **Section 3-0**

When a Letter Carrier route or full time assignments, 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 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 assignments was abolished shall be posted for bid in accordance with the posting procedure in the Articles.

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 Abington Post Office.

A stylized, cursive signature of Dave Brown in black ink, written over a horizontal line.

**Dave Brown**

**Postmaster**

**Abington Post Office**

**Abington, PA**

**September 6, 2018**

A cursive signature of Joseph M. Rodgers in black ink, written over a horizontal line.

**Joseph Rodgers**

**President**

**Keystone Branch 157, NALC**

**Philadelphia, PA**

**September 6, 2019**