

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

AMBLER POST OFFICE

AND

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 Ambler, PA Post Office between the representatives of the United States Postal Service, and the designated agents 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 on matters relating to local conditions of employment.

Item 1

Wash Up

Each Letter Carrier will be granted a reasonable amount of time to wash up prior to leaving for the street, lunch, and their end of tour.

Item 2

Regular Work Week

All regular Carriers will be on affixed or rotating work schedule, as presently exists.

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, when feasible.

If local conditions warrant the non-delivery of mail or closing of the office, the employees present will not be charged with Annual Leave unless requested by the employee. (Work must be made available.)

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. However, during the period December 10 to December 25, leave may be granted, but it will be based on operational needs.
3. Once Annual Leave has been approved on Form 3971 by a supervisor, the same may not be rescinded by any supervisor.
4. Request for LWOP or SWOP will be given individual consideration. Such request may be granted even if employee has leave.
5. 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 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 be given individual consideration.
6. 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.
7. 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.
8. Leave requests can be submitted for a full week or incremental periods.
9. 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 4

Exchange of Vacation

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

Item 4

Cancellations

1. Any leave cancelled during either Prime Time or Non-Prime Time, Management will inform the NALC Representatives.
2. Previously denied leave which was requested for this same period or periods will be reviewed and approved by seniority based on the date it was submitted.
3. If no slips were previously denied the said period or periods will be posted and announced and bid Office wide, by seniority.
4. Cancellations of choice vacation periods will be posted 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 cancels his vacation. If no junior Carriers bid on the cancelled vacation a senior Carrier can bid, in this instance seniority will prevail.

Item 4

Prime Time Vacation

All Full Time and Part Time Flexible Carriers will be entitled to take a vacation during this period.

Item 5

Duration of Vacation Period

The Prime Vacation Period will be the first full week of May through to the second full week of October.

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 working 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 State Convention

Jury Duty will not be charged to the Choice Vacation Period. Attendance at a National or State Convention will be charged to the Choice Vacation Period. A Delegate or Delegates to a State or National Convention during the choice vacation period will use their seniority in selecting the Convention Leave. In the event a Carrier does not have sufficient seniority to get off, he will be granted leave to attend the Convention. This selection is without loss to the employees (2) selections during Prime Time Vacation period.

Item 9

Number of Employees off

The number of Carriers off each week during Prime Time Vacation will be 15% of the Active Work Force as of a January 2 of each year. Percentages of .5 or higher will be rounded off 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

Supervisors in cooperation with the NALC Steward will announce and post a notice to the Carriers at Ambler Post Office no later than February 15 that the Prime Time selection period will be from February 1 through March 15.

When the number of Carriers off each week is determined, a vacation planning book shall be passed to each employee by seniority. Starting on January 2, the senior Carrier will select their vacation period and 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 them has selected. Each employee will have up to 24 hours to submit a Form 3971 with their selection(s). Leave slips will be submitted in duplicate. The duplicate copy will be returned with the supervisor's signature approving or disapproving the selected vacation picks. The vacation book will not be passed on to another Carrier until the 3971 has been returned to the Carrier.

The Vacation Schedule will be posted on the bulletin board, by March 16.

Item 11

Beginning a 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

1. On November 30 of each year Ambler will determine the active Carrier Force.
2. 10% of the Active Carrier complement in Ambler will be granted Annual Leave. Percentages of .5 or higher will be rounded off to the next higher number. Leave will be granted 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 up to and including the Tuesday the week prior to the requested leave. Leave will be granted subject to the above provisions provided the allotted number of Carriers are not already off. Approval/disapproval will be made within twenty-four (24) hours.
 - C. Leave requests not submitted by Tuesday the week prior will be approved/disapproved based on operational needs. Disapprovals must be explained on Form PS 3871, "Service Needs" or "Not Submitted Timely" is not considered appropriate reasons. The reason must be defined e.g., unscheduled absences, overtime would be needed to cover the absence. Approval/disapproval will be made within twenty-four (24) hours or by the end of tour, if said leave is for the next day.
 - D. Leave requests for same day short tour leave under eight (8) hours will be approved/disapproved by nine (9) AM as outlined in Section "C".
3. On December 1 through 7 leave slips will be accepted for the period January 1 through to the beginning of Prime Time.
4. On August 1 through 7 leave slips will be accepted for the period from the end of Prime Time till December 31.
5. All leave slips accepted during the periods in numbers 3 and 4 above will be considered as received on the same day and seniority will prevail.
6. In Items 3 and 4 leave slips will be returned signed by the Supervisor marked approved or disapproved to the employee no later than 7 calendar days from the closing date.
7. 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.
8. 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.
9. Leave requests can be submitted for a full week or incremental periods.
10. 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 13

Holiday Scheduling

The following will be the order for selecting employees to work on a holiday:

1. CCA Employees even if overtime is necessary.
2. PTF's even if overtime is necessary.
3. Full Time Regular Volunteers by seniority.
4. Full Time Regular Non-Volunteers by juniority.
- 5.

Item 14

Overtime

The overtime list will be on an office wide basis, according to crafts.

Item 15

Light Duty

There will be no limit or restriction to the number of light duty assignments within the Letter Carrier Craft at Ambler Post Office for light duty assignments, within sound business practices and within Article XIII of the National Agreement.

Item 16

Light Duty Which Conflicts

Any light duty assignment which conflicts with the regular Carrier Force will be dealt with in accordance with Article XIII of the National Agreement.

Item 17

Identification of Light Duty Assignments

It is agreed that light duty assignments within Ambler Post Office for Letter Carriers may include but are not limited to:

- A. Casing and strapping out of a Route or Routes.
- B. Assisting Other Routes setting up mail.
- C. Casing curtailed or backlogged mail.
- D. Relabeling Carrier Cases.
- E. Rewriting Carrier Route Books.
- F. Rewriting or lining out of Form 3982's.
- G. Maintenance of delivery service equipment (provided the work is not part of the duties of a different craft).
- H. Training new employees.
- I. Answering of phone.
- J. Any other duties which in the future could be deemed as light duty in the Carrier Craft.

Item 18

Reassignments

It is agreed that Ambler Post Office will be known as an installation. It is further agreed that when it is necessary to reassign within this installation, employees' 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

At the present time there is ample parking at Ambler Post Office. In the event parking becomes an issue, a parking committee will be established.

Item 20

Covered in Item 8

Item 21

Route Inspection

All Carriers will be notified 2 weeks in advance of Route Inspections and at that time Carriers will be given a cop of printed instructions and sample forms in accordance with M-39.

Item 21

Representation

1. A copy of posted notices or communications issued by the employer or to employees relating to policy or matters which affect the employees and/or the Letter Carrier Craft will be furnished to the Steward.
2. 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.
3. 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 meeting will convene at a time mutually agreed upon by the Union and Management.
4. There will be no more than two members of each craft at any Labor Management Meeting.
5. Two additional meetings may be held each year with one member of each craft on the clock. Dates will be set by mutual consent.
6. It is agreed that agenda items for discussion at all Labor Management Meetings will be exchanged by the parties to this agreement at least 5 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.
7. All items agreed to will be in writing and signed by both parties.
8. 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. Committees Meetings will be held on the clock.
9. The Shop Steward 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.
10. Upon request to the appropriate supervisor the Steward may be permitted to enter into any part of the building where a problem has been reported involving personnel policy and practices or any other matter affecting terms or conditions of employment of an employee he represents, for the purpose of resolving the problem with the employee or employees and/or the supervisor or supervisors involved.

11. Such attempts at resolution will be conducted on the clock during the Steward (or his designee) regularly scheduled work day.
12. The Steward or alternate of Branch 157 will be consulted by the Postmaster or his designee, on all personnel matters concerning members of the Letter Carrier Craft.
- 13.

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 the ELM.

Item 22

Posting and Bidding

- A. In instances where several assignments are posted, a Letter Carrier may bid for as many assignments as posted starting his preference in the following manner;
 1. First choice, second choice, third choice, etc.
- 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 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 on his new assignment on the first work day of January,
- D. Utility and Reserve (Float) Letter Carriers 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,

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 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 Utility 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. Below is listed the exceptions to the duration clause and the bumping procedure to be followed.

Regular Working His Non-Scheduled Day (continues)

Section 2 B 5

- A. Full Time Reserve and Unassigned Carriers who have insufficient work for eight hours bump Part-Time Flexibles or CCA's on temporary bid assignment.
- 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 of 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 time 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 his string, he will choose vacant assignments with this seniority.

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 Route 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 Article.

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 the 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 constitute the entire Agreement between Branch 157, National Association of Letter Carriers and the Ambler Post Office.



Michael Todd

Postmaster

Ambler Post Office

Ambler, PA

September 6, 2018



Joseph Rodgers

President

Keystone Branch 157, NALC

Philadelphia, PA

September 6, 2018