

# **Local Memorandum of Understanding**

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**Between**

**Collegeville Post Office**

**And**

**Branch 157, National Association of Letter Carriers**

**2016 -2019**

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## **Item A**

### **Article 1**

#### **Recognition**

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This Memorandum of Understanding is entered into on September 6, 2019 at Collegeville 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 Local conditions of employment.

## **Item 1**

### **Wash Up Time**

The Carriers will be permitted reasonable time to wash up prior to leaving for street duties, before lunch and at the completion of their tour of duty.

## **Item 2**

### **Regular Work Week**

The Carriers in this Office will be scheduled with rotating days off.

## **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 winter, no lighting or excessive temperatures. In such case, Management will take into consideration the following factors in order;

- A. The safety and health of the employee.
  - B. The degree of emergency as stated by and acted upon by other governmental Authorities.
  - C. Management will make every effort to consult with the Union before implementation of any action.
  - D. In the event of a nuclear accident (Limerick Power Plant) the attached Limerick evacuation plan will go into effect upon notification.
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## **Item 4**

### **Formulation of Local Leave Program**

1. The objective to be pursued is to grant Annual Leave wherever possible as desired by the employee at his request throughout the year.
2. All requests for Annual Leave for periods of less than [1] week will be approved or disapproved within [48] hours. A duplicate 3971 will be marked received by Supervisor and returned to Carrier.
3. 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.
4. Once Annual Leave has been granted or approved on a Form 3971 by a Supervisor the same may not be rescinded by any Supervisor except in a serious emergency.
5. Annual Leave to attend Union activities requested prior to Choice Vacation period will not be part of the choice period.
6. Carriers requesting Blood Leave will be granted [4] hours of Administrative Leave to donate blood to the Red Cross or other blood bank with [7] days advance notice. Upon return to work, they will provide documentation stating they were at the blood bank.
7. Cancellation of Choice Vacation periods shall be posted for five [5] days. If less than five [5] days remain before the beginning date of the cancelled period, the vacation period shall be posted for the amount of time remaining. Cancellations of Choice Vacation periods may only be bid by Carriers junior to the Carrier who canceled their vacation. If no junior Carriers bid on the canceled vacation, a senior Carrier can bid in this instance seniority will prevail. Posting of cancellations is predicated on the basis that the person who cancels is in an active work status during the cancelled period.

## **Item 5**

### **Duration of Prime Time**

The Choice Vacation period shall be for twenty four [24] consecutive weeks, beginning the third full week in May starting on a Sunday.

## **Item 6**

### **Beginning Day of Vacation**

Vacations will start on Sunday and end on Sunday.

## **Item 7**

### **Selection of Weeks**

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Employees may request two selections during the choice vacation in unites of five [5] or ten [10] days. The total leave approved cannot exceed the number of days authorized in Article 10, Section 3.D.1, 2, 3 and 4 of the National Agreement

## **Item 8**

### **Jury Duty, National or State Convention**

Jury Duty and attendance at National or State Conventions will not be charge to the Choice Vacation Period.

## **Item 9**

### **Number of Employees Off**

8% of Carrier Craft will be allowed off each week of the Choice Vacation Period, except 14% will be permitted off for ten consecutive weeks beginning;

June 23, 2019	to	September 1, 2019
June 28, 2020	to	September 6, 2020
June 27, 2021	to	September 5, 2021

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,

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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.

## **Official Notices**

### **Item 10**

On January 1 of each year this installation will determine the Active Carrier force for the Choice Vacation Period. The Third week of January thru the end of February, the leave book calendar will be passed amongst the Carriers by seniority to make their selection for leave. Duplicate copies of the Form 3871's will be returned to the Carrier no later 7 days after the selectin has been mande.

### **Item 11**

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

Management will post a notice on the bulletin board by November 1 of each year notifying the Carriers of the beginning of the New Leave Year.

### **Item 12**

#### **Non Prime Time**

On October 31 of each year this installation will determine the Active Carrier Force.

8% of the Active Carrier Compliment will be permitted leave consistent with the following;

- A. Leave will be approved on a first come, first served basis, except where request(s) are submitted on the same date in which case seniority will prevail.
- B. Request(s) for Annual Leave submitted at least [7] days in advance of the leave request(s) will be approved/disapproved based on the percentage of Carriers permitted off.
- C. Leave request(s) not submitted [7] in advance will be approved/disapproved within [48] hours.
- D. Leave request(s) submitted [48] hours in advance will be approved/disapproved as soon as possible.

- E. Same day short tour leave request(s) will be approved/disapproved within [2] hours of submission.
- F. Non Prime Time Leave will be awarded in two [2] separate periods.
  - 1. On December 1 through December 7 of each year, Carriers will submit 3971's, Annual Leave Request. This will be for the period of January 2 to the beginning of Prime Time.
  - 2. On August 1 through August 7 of each year, Carriers will submit 3971's, Annual Leave Requests. 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.

Approval/disapproval for Items C, D and E may be based on operational needs. The reason must be defined as to what service needs.

- G. 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.
- H. 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.
- I. Leave requests can be submitted for a full week or incremental periods.
- J. 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;

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

### **Item 13**

#### **Holiday Scheduling**

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. The following will be the order for selecting employees to work on a Holiday;

1. CCA Employees
2. Part-Time Flexibles
3. Full-Time Regular Volunteers by seniority
4. Full-Time Regular Non-Volunteers by juniority

### **Item 14**

#### **Overtime Desired List**

All Carriers assigned to the Collegeville Post Office shall constitute a section for purposes of establishing an Overtime Desired List.

### **Item 15**

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

The number of light duty jobs will be assignments which allow Carriers who are unable to perform their regular duties because of sickness or injury to be gainfully employed.

### **Item 16**

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

Light Duty assignments shall not conflict with Article XIII of the National Agreement.

## **Item 17**

### **Identification of Light Duty Assignment**

Light Duty Assignments are defined as any duty which is required by an individual because of his or her limited physical condition and which permits them to be gainfully employed. Specific instances are, but not limited to;

1. Office work
2. Casing mail on Carrier routes
3. Processing of Carrier mark-ups
4. Rewriting Carrier Route Books
5. Providing office training of new employees
6. Labeling Carriers cases
7. Street work placing schedules on collection boxes
8. Assist in training of new employees on the street

These assignments will depend upon the person's physical condition and qualification to perform these duties, as well as work available.

## **Item 18**

### **Assignments**

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 excessed to the needs of management will meet with the Union to present the facts. This will be done prior to a final determination. Installation to include Collegeville Post Office (Main Office) and its Branch located at Schwenksville, Pa 19473 and any other units under the finance number of 41-1552.

## **Item 19**

### **Parking**

Management will provide parking on a first come, first served basis. If additional Postal Vehicles are assigned to this Office, they will automatically assume any existing parking spaces at this Office. This will reduce parking spaces available for Carriers.

## **Item 20**

### **Covered in Item 8**



## **Item 21**

### **Other Items Subject to Local Negotiation**

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## **Item 22**

### **Posting**

Posting of vacancies will be in accordance with Article 41 of the National Agreement, not to exceed maximum of [10] days.

### **Assignments**

In the event a Regular Assigned Carrier is requested to work on his non=scheduled day, he shall be assigned to work his own route. A Utility Carrier will work any other route in his string and if nothing is available in the string, he will choose vacant assignments with his seniority.

### **Change of More than [1] Hour**

When there is a change of more than one hour in the starting time of a route, the decision to post or not to post will be made after consultation with the Union and the Carriers in the section.

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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 Collegeville Post Office.



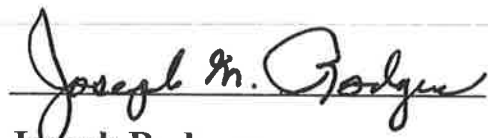
**Ellen Brinton**

**Postmaster**

**Collegeville Post Office**

**Collegeville, PA**

**September 6, 2018**



**Joseph Rodgers**

**President**

**Keystone Branch 157, NALC**

**Philadelphia, PA**

**September 6, 201**