

# **Local Memorandum of Understanding**

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**Between**

**Conshohocken Post Office**

**And**

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

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**2016 – 2019**

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## **Item A**

### **Article 1**

#### **Recognition**

This Memorandum of Understanding is entered into on September 6, 2018 at Conshohocken 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 on matters relating to Local conditions of employment.

#### **Item 1**

##### **Wash Up**

Each Letter Carrier will be granted a reasonable amount of time. 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 affixed or rotating work schedule, as presently exists. Any Contemplated changes the Union will be notified and changes will be made by mutual agreement.

#### **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 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 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 Program**

1. Annual Leave will be granted in any 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 [48] hours. A triplicate 3971, if requested, will be marked by the supervisor received. The duplicate 3971 will be returned to the Letter Carrier at the end of the [48] hour period, marked approved or disapproved. Where no action has been taken within this period, the request for leave will be automatically approved.
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 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 from his 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. All requests for LWOP or SWOP may be granted. Employees granted such leave will not be carried AWOL. Such requests will be given consideration even if the employee has no leave.
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 up to [3] hours Administrative Leave depending on the circumstances.
9. Union Activity – Any Union Official requesting Annual Leave or Leave Without Pay to attend a Union Activity throughout the year will be given individual consideration to have such leave granted. It will not be charged to either prime or non-prime time.
10. The practice of excusing employees from duty on all Religious Holidays 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.

## **Item 4**

### **Exchange of Vacation**

Exchange of Annual Leave Period will be permitted only after all Carriers senior to the exchange in the Station have been offered said period. Exchange of Annual Leave will be done off the clock.

### **Cancellations**

Cancellations of Choice Vacation Periods will be posted for give [5] days. If less than [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 Carriers who cancelled his vacation. If no junior Carriers bid on the cancelled vacation, a senior Carrier can bid in this instance seniority will prevail.

### **Prime Time Vacation**

All Carriers after first choice may bid on remaining open weeks in Prime Time Vacation.

## **Item 5**

### **Duration of Vacation Period**

The Prime Vacation Period will be from;

May 19 to September 22, 2019

## **Item 6**

### **Beginning Day of Vacation**

Vacations will start on Sunday and end on Saturday. PTF's will not have to work on Sundays during their vacations.

## **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 State Convention**

Letter Carriers on Jury Duty shall not be charged to the number of Letter Carriers off during the Choice Vacation Period. Official Delegates to State and National Conventions during Choice Vacation Period will use seniority in selecting Convention Leave. In the event a Carrier does not have sufficient seniority to make his Prime Time selection, employee will be scheduled off for Convention Leave.

## **Item 9**

### **Number of Employees Off**

The number of Carriers off each week during Prime Time Vacation will be 15% OF THE Station Complement as of January 31<sup>st</sup> each year. Percentages of .5 or higher will be rounded off to 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 to Carriers at Conshohocken Post Office no later than January 2 that picking for vacations will be from February 1 thru February 15. A notice announcing the vacation period will be posted no later than January 2.

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, for each week of the vacation period. The senior Carrier will select his vacation period and Carriers will make selections in descending seniority. The supervisor will contact each Carrier who is IOD, extended illness, detailed, etc. and not Carrier will be permitted to select until the Carrier senior to him has selected. 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 employee's Form 3971 indicating the employee's vacation period will be returned signed by management at the end of the bidding period.

## **Item 12**

### **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 Conshohocken Post Office will determine the Active Carriers Force.
2. 10% OF THE Active Carrier Complement in Conshohocken will be permitted 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 up to [48] hours in advance. Leave will be granted subject to the above provisions provided the allotted number of Carriers is not already off.
  - C. Percentages of .5 or higher will be rounded off to the next higher number.

3. On December 1 thru 7 leave slips will be accepted for the period January 1 thru to the beginning of Prime Time.
4. On August 1 thru 7 leave slips will be accepted for the period from the end of Prime Time until 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 addition to the above, the following Annual Leave will be granted at 15%

Easter week, the Sunday before Easter to Easter Sunday.

Thanksgiving, the Friday, Saturday and Sunday following Thanksgiving

Christmas week, December 26<sup>th</sup> through December 31<sup>st</sup>, no matter how the days fall.

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 13**

#### **Holiday**

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

1. CCA's
2. PTF
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**

The overtime list will be on an Office wide basis, according to craft.

## **Item 15**

### **Light Duty**

There will be no limit or restrictions to the number of light duty assignments depending on the number of hours available within the Letter Carrier Craft at Conshohocken Post Office for both temporary and permanent light duty assignments.

## **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 Conshohocken Post Office 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. Casing curtailed or backlogged routes
- D. Relabeling Carrier cases
- E. Rewriting Carrier Route Books
- F. Rewriting or lining out of Form 3982's
- G. Maintenance of delivery service equipment
- H. Training new employees
- I. Answering of phone assisting of customer complaints or questions, etc.
- J. Any other duties which in the future could be deemed as Light Duty in the Carrier Craft



## **Item 16**

### **Reassignments**

It is agreed that Conshohocken Post office will be known as an Installation. It is further agreed that when it is necessary to reassign within this Installation employee's 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**

Establishment of a Parking Committee consisting of [2] Letter Carriers and [2] management personnel. They will meet when necessary to locate and secure parking for all Letter Carriers. The assignment of available parking spaces will be done on a seniority basis.

## **Item 20**

### **Covered in Item 8**

## **Item 21**

### **Route Inspections**

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

## **Item 22**

### **Posting and Bidding**

- A. In instances where several assignments are posted, a Letter Carrier may bid for as many assignments as posted stating 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 on duty at the Installation during the period for which the notice is posted and opened in presence of a Union Representative of Branch 157. In the event automated bidding is implemented, the parties will adhere to all provisions agreed to at the National Level regarding automated bidding.
- C. The senior applicant for a vacant assignment will be placed in the assignment within [15] days of the closing of the 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 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**

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.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 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 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 assignment, 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 a vacant assignment with his seniority.

### **Item 21**

#### **Assignment**

##### **Part Time Flexibles/CCA**

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 the 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 assignment was abolished shall be posted for bid in accordance with the posting procedure in the article.

### **Breaks**

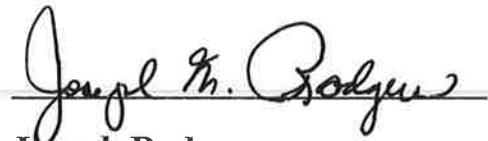
On July 21 of each year the Union will determine whether both breaks are on the street or one is in the office and the other on the street.

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

  
**John Harrison**  
**Postmaster**

**Conshohocken Post Office**

**September 6, 2018**

  
**Joseph Rodgers**  
**President**

**Keystone Branch 157, NALC**

**September 6, 2018**