

Local Memorandum of Understanding

Between

Elkins Park Post Office

And

Keystone Branch 157

National Association of Letter Carriers

2016 – 2019

Wayne Johnson

Joseph Rodgers

September 6, 2018

Preamble

The Parties recognize the need for improvement and of the constant necessity for change and progress to achieve such improvement.

The NALC will be permitted to review and discuss contemplated change affecting the working conditions of the Carriers of the Elkins Park Post Office.

While a number of specific items have been outlined, it is the intention of the NALC party to this Memorandum of Understanding to continue the good policy that has already been in effect to the extent that the Officials of the NALC will always be welcome in the Elkins Park Post Office to discuss any matter. Furthermore, the Postmaster agrees to review discuss and finalize with the NALC Officials prior to adopting any local procedure materially different from existing practices or new practices that affect employees.

It will be the policy of the Elkins Park Post Office to provide equal opportunities for all Letter Carriers in employment, promotion, training, assignment and job security.

Item 1 Article 8 Section 9 Wash Up Time

Each Letter Carrier will be granted a reasonable amount of time to wash-up prior to leaving for the street, lunch and before their end of tour. A Supervisor may grant additional wash-up time as necessary.

Item 2 Article 3 Full Time Regular Work Schedule

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

Article 5
Item 3
Curtailment or Termination of Postal Operations

Guidelines for the curtailment or termination of Postal Operations to conform to orders of Local Authorities as local conditions warrant because of emergency conditions.

It is recognized by both parties that on occasion emergency conditions may exist which could cause the Postmaster to consider the curtailment of services such as, but not limited to, weather extremes, civil defense alerts, bomb scares, no heat in the winter, no lighting or excessive temperatures. In such cases, the Postmaster will take in to 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 responsible governmental authorities.
- C. The Postmaster will make every effort to review and discuss with the NALC before implementation of any action.

Item 5
Article 10
Formulation of Local Leave Program

The objective to be pursued is to grant annual leave whenever possible, as desired by the employee a their request throughout the year. Employees will be permitted to accumulate annual leave to suit their own convenience up to the limit prescribed. Elkins Park Post Office will maintain a leave book/calendar which will be made accessible to the Carriers.

1. **Exchange of Vacation.** Exchange of approved vacation weeks will be permitted only after all Carriers between the exchanges in the Office have been offered said period(s).
2. **Cancellation.** Cancellations of approved choice vacation week(s) shall be posted for five [5] days. If less than five [5] days remain before the beginning date of the canceled 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 cancels his vacation. Posting of cancellations is predicated on the basis that the person who cancels is in an active work status during the cancellation.
 - a. Approved canceled leave period(s) of less than a week [40] hours will be handled under the provisions outlined for "Short Term Leave".
3. **LWOP Requests.** Request for LWOP will be handled in accordance with ELM 514.
4. **Leave For Religious Holiday/ Special Occasions.** The practice of excusing employees from duty on religious holidays and other special occasions will be granted to the fullest extent possible.

Item 5

Article 10
Formulation of Local Leave Program
(continued)

5. **Emergency Annual Leave.** An exception to the advance approval requirement is made for emergencies. However, in these situations, the employee must notify appropriate Postal Authorities as soon as possible as to the emergency and the expected duration of the absence. As soon as possible, after the return to duty, employees must submit a Form 3971 and explain the reason for the emergency to their supervisor. Supervisors approve/disapprove the leave request. When the request is disapproved, the absence may be recorded as LWOP or AWOL at the discretion of the Supervisor. See ELM 512.4.
6. **Employees Requesting To Attend Union Function.** An employee requesting leave to attend an Official Union function held by the NALC will be granted leave to the maximum extent possible.
7. **Administrative Leave/Blood Donation.** Four [4] hours administrative leave for blood donations will be given at the discretion of the Supervisor. Upon request every effort will be extended. Carriers not able to donate blood for any reason will be granted travel time to and from Elkins Park.
8. **Leave From Another Installation.** Carriers transferring into Elkins Park from another installation will be granted any previously approved leave. This will be done at no loss to the Carriers at Elkins Park.
9. **Loss of Annual Leave.** Management will not be responsible for loss of annual leave by Carriers who have annual leave in excess of the maximum amount of carryover.
10. **Notice of Being Unable to Report.** All requests for leave will be given individual consideration. An employee who is unable to report for duty due to illness, injury or because of emergency shall notify Elkins Park Post Office as soon as possible.
11. **Sick Leave/Medical Evidence/Balance.** An employee who requests sick leave will be carried on sick leave for pay purposes only, subject to later Management approval/disapproval. There will be no blanket orders limiting or restricting the use of sick leave. When medical evidence is required after the employees' return to work, the employee must submit such evidence no later than three [3] days after having returned to duty. Supervisors may accept proof other than medical documentation if they believe it supports approval of the sick leave application, such as notarized statements, etc. If the leave is disapproved because the Supervisor feels the evidence is unacceptable, the specific reasons for disapproval will be annotated on PS Form 3971.
 - a. A doctor's certificate will not be requested from an employee for an absence if such absence is at the request of or with the permission or advise of the Post Office or its designee in writing during their tour of duty unless otherwise specified.

Item 5
Article 10
Formulation of Local Leave Program
(continued)

- b. No minimum sick leave sick leave balance will be established below which an employee's sick leave record is automatically considered unsatisfactory. ELM 513.
- 12. **Restricted Sick Leave List.** If the Restricted Sick Leave List is utilized, Management will review the list quarterly in accordance with the provisions of ELM 513.39. If there has been a substantial decrease in absences charged sickness, the employees name is removed form the Restricted Sick Leave List and the employee is notified in writing of the removal.
- 13. **Advanced Sick Leave Refused For No or Low Balance.** Request for advanced sick leave will not be refused solely because the employee has no sick leave or has a low sick leave balance. ELM 513.51.
- 14. **Blanket Orders/AWOL.** There will be no blanked orders charging all absentees with AWOL no matter what day the absence occurs.
- 15. **Revised Schedule.** Full-time employees reporting late up to fifty [50] units, (30 units), may be permitted to work their full eight [8] hour tour of duty in accordance with the F-22 Section 215.1 by mutual agreement with their immediate Supervisor or such Supervisor may approve the employees request for leave to cover their late arrival. When such accommodations are made the employee will not be charged AWOL.
- 16. **Avoiding Payment or OT.** Retroactive changes will not be made on an employees leave entries for the purpose of avoiding payment of overtime.

Item 4
Article 10
Short Term Annual Leave

Short Term Annual Leave outside of Prime Time Selection period February 1 through February 15 and regular scheduled Non-Prime Time selection periods, August 1 through August 7 and December 1 through December 7 are as follows;

- 1. Request(s) for annual leave submitted a minimum of three [3] days in advance of the leave request will be approved/disapproved based on the percentages of Carriers permitted off at Elkins Park during either the Non-Prime Time periods or Choice Vacation period. Approval/disapproval will be made within twenty-four [24] hours.
- 2. Leave request(s) not submitted a minimum of three [3] days in advance will be approved/disapproved within twenty-four [24] hours.

Item 5
Article 10
Formulation of Local Leave Program
(continued)

3. Leave request(s) submitted on the day preceding the requested leave will be approved/disapproved as soon as possible or not later than the Carrier(s) end of tour.
4. Same day short term leave requests will be approved/disapproved within two [2] hours or submission or as soon as possible.

All short term leave request(s) will be approved 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. Once annual leave has been granted or approved on a PS Form 3971 by a Supervisor, the same may not be rescinded by any Supervisor except in a serious emergency as declared by the Vice President, Area Operations.

Item 5
Article 10
Duration of Choice Vacation Period

It is mutually agreed that the Choice Vacation Period of each year will be made up of twenty [20] consecutive weeks as follows;

May 12 to September 29, 2019

May 10 to September 27, 2020

Item 6
Article 10
Beginning Day of Vacation Period

All vacations will begin on Sunday and end on Sunday.

Item 7
Article 10
Employee Selection(s) During Choice Period

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 (ie, three [3] weeks in a row or two [2] weeks and one [1] week).

Item 8
Convention (National & State), Jury Duty & Military Leave

Carriers in need of these types of leave during the period(s) for either the Non-Prime Time Selection Period(s) (August 1-7) or (December 1-7) or the prime time Selection Period (February 1-15) are required to notify Management as soon as practical. Carriers having the seniority to get the leave are slotted in based on the applicable percentage (%) and the number of Carriers permitted off. In the event they do not have the seniority to be scheduled off, the leave will be granted over and above the percentage (%). This is at no loss to the Carrier(s) other selection(s) during the Choice Period.

If a cancellation occurs involving the same period, then they move automatically into that vacant slot. Jury Duty of less than a week does not apply to this procedure. The above procedure also applies for requests made after the selection periods.

Item 9
Number of Employees Permitted Off During Choice Period

All Full Time and Part Time Flexible Carriers having earned annual leave at the time of their requested leave period will receive a vacation during the Choice Period. The number of Carriers programmed at one time will not exceed 16%. This percentage includes Carriers off on earned annual leave, military leave, jury duty and convention leave. Percentages will be determined by the "Active Carriers" on the rolls as of February 1 of each year. Carriers on extended sick leave, injured on duty, or leave without pay are not to be considered not counted when calculating the percentages provided they are put more than thirty [30] consecutive days prior to February 1. Figures of .5 or more are to be rounded up to the next highest number.

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.
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.

Item 9
Number of Employees Permitted Off During Choice Period
(continued)

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
Article 10
Official Notice of Choice Selection Period

Supervisors, in cooperation with NALC Stewards, will announce and post notice to all Carriers no later than January 1st of each year that the requests for vacations will be taken during the period February 1 through 15 each year.

When the number of Carriers off each week is determined starting with the senior Carrier, the supervisor will fill in the leave calendar/book the vacation period(s) selected. The supervisor will contact individual Carriers and no Carrier will be permitted to select until the Carrier senior to them has selected.

Senior Carriers not prepared to select when contacted will be by-passed until the next morning. In the event they are still not prepared to select, then the selection process will proceed.

The senior Carrier will be permitted to make their selection using their seniority at the time they make their selection of the available weeks left.

Leave slips submitted in duplicate will be signed by the Supervisor approving the selected vacations as the Carriers make their selections. A copy of the approved slip will be returned to the Carrier the same day. A vacation schedule will be posted on the bulletin board.

Carriers off on leave without pay, OWCP Claims and extended sick leave who return to duty after the selections may select from available open weeks.

Item 11
Article 10

Notice Determining Beginning of New Leave Year

Management will post a notice by November 1st of each year notifying Carriers of the new leave year. This notice will be announced to the Carriers for three [3] consecutive days.

Item 12
Article 10
Non-Prime Time Leave

On November 30th of each year Elkins Park Post Office will determine the active Carrier force. This figure will not include Carriers on leave without pay, injured on duty and those on extended sick leave provided they are out more than thirty [30] consecutive days prior to November 30th. Ten percent [10%] of the active Carriers in Elkins Park Post Office will be permitted annual leave consistent with the following guidelines;

Item 12
Article 10
Non-Prime Time Leave
(continued)

- A. Ten percent [10%] figure includes Carriers on Jury Duty, Convention Leave and Military Leave. Percentages of .5 or more will be rounded up to the next higher number.
- B. 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.

On December 1st through December 7th of each year Carriers will submit PS Form 3971 requests for annual leave. This will be for the Non Prime Time Period January 1st to the beginning of Prime Time.

On August 1st through August 7th of each year Carriers will submit PS Form 3971 requests for annual leave. This will be for the Non-Prime Time Period from the end of Prime Time to December 31st.

Annual Leave requests will be returned to the Carriers within two [2] weeks of the closing of the submission period indicating approval/disapproval. During these periods all leave requests will be considered as being submitted on the same day.

The following Non Prime Time weeks (Easter Week & Christmas Week) 15% of employees will be granted off. On Thanksgiving, Friday and Saturday the percentages will be 15%.

Easter Week will be 15%. The Sunday preceding Easter through Easter Sunday.

Thanksgiving Weekend will be 15%. Friday, Saturday & Sunday following Thanksgiving

Christmas Week will be 15%. December 25 through December 31.

Item 12
Article 10
Non-Prime Time Leave
(continued)

The scheduling of employees for a holiday or designated holiday will be done in the following order;

- A. All CCA's and Part Time Flexible employees to the maximum extent possible regardless of the necessity to pay overtime premiums.
- B. All Full Time volunteers to work either their holiday or their non-scheduled day will be combined in seniority order and selected to work by this list.
 - 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 Full Time regular employees who did not volunteer to work shall be selected by inverse seniority (juniority).
- D. If additional employees are needed and not filled by paragraph B.1 above, they will be selected by inverse seniority (juniority).
- E. 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.
- F. 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.
- G. Leave requests can be submitted for a full week or incremental periods.
- H. 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) CCA's 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 14
Article 8
Posting Sign Up for Overtime Desired List (ODL) &
Work Assignment List (WAL)
Overtime Desired List by Section/Tour

Overtime at Elkins Park Post Office will be on an Office wide basis according to craft for all Full Time Regular Letter Carriers.

Two weeks prior to the start of each calendar quarter, management will post the appropriate sign-up lists by the time clock.

Each Full Time Regular employee may designate whether they wish to be on the ODL or the WAL.

Full Time Regulars may switch from one list to the other during the two weeks prior to the start of each calendar quarter. The change will be effective beginning the new calendar quarter.

Carriers remain on either List (ODL/WAL) until they officially remove their name. This must be done in writing and will be effective the next day or after the disputed overtime is worked. Carriers are permitted to remove their names from the ODL as cited and be placed on the WAL during the quarter.

A copy of the ODL and WAL will be provided to the Steward at the beginning of each quarter.

Calendar Quarter

First Quarter	January, February, March
Second Quarter	April, May, June
Third Quarter	July, August, September
Fourth Quarter	October, November, December

Any employee may request to be excused from working overtime. All such requests will be given individual consideration. When good and sufficient reason is given, every effort will be made to excuse such employee. Such excused opportunity will be considered an opportunity for equalization purposes and included on the Overtime Desired List. Employees who are requested to work overtime can call home when and whenever possible. Full Time employees called in ahead of their regular starting time for overtime will not have their regular work schedule involuntarily curtailed.

Carriers absent during the sign-up period for the Overtime Desired List and/or Work Assignment List will be permitted to place their name on either list on the day they return to duty.

Items 15 &16
Article 13

1. Permanent light duty Carriers will be reassigned in accordance with Article 13 of the National Agreement.
2. If available light duty will be given to;
 - a. Carriers will non-occupational injuries or illnesses
 - b. This number of temporary or permanent light duty assignments will be based on available hours of work, the employees medical restrictions and good business practices.
3. Carriers performing light duty work will do so within the Installation when available.
4. Light Duty Carriers will be given consideration for all new programs involving Carrier duties based on the employees' medical restrictions.
5. When a Letter Carrier is assigned to temporary light duty, they will work their own work assignment and perform other Carrier duties that are available within their medical restrictions.

Item 17
Article 13
Light Duty Assignments

It is agreed that light duty assignments at the Elkins Park Post Office for Letter Carriers may include, but not limited to;

- A. Casing and strapping out of a route or routes
- B. Casing curtailed and/or backlogged mail on other routes
- C. Any other Carrier duties which could be performed by a Carrier on light duty

Item 18
Article 41
Determination of Office as an Installation/Excess/Residual

It is agreed that Elkins Park Post Office is an Installation. All Letter Carrier Craft assignments are considered a Section at the Elkins Park Post Office. When it is proposed to reassign Carriers excess to the needs of the Section, Management will meet with the Union to discuss the facts; this will be done prior to a final determination.

Excess Carriers from the Elkins Park Post Office must request retreat rights when there is a residual vacancy.

Combining/Splitting of Post Offices

In the event of a change such as, but not limited to, the combining of two or more Post Offices or the splitting of an Office, the NALC and Management will review and discuss the proposed changes.

Item 19 Article 20 Parking

Parking spaces, which are available for use, will be on a first come first served basis unless the Parking Committee determines otherwise.

Management will continue to strive to obtain the necessary parking spaces.

The Parking Committee will meet when mutually agreed to discuss availability, seniority, etc.

Item 20 Article 10 Union Activities Prior to Determination of Choice Period

Union Officials requesting leave to participate in official Union activities will not have said leave charged against the Union Officer's vacation period(s). It will, however, be charged against the 16% overall allotment of leave.

Item 21 Article 17 Representation

The NALC and/or designee will be recognized by the Postmaster and other Management Officials.

NALC Officers will be permitted to wear a pin approved by management designating them as National Association of Letter Carriers Representatives.

The parties agree to work on issues, grievances and other matters and to pursue amicable solutions.

Stewards and Supervisors will cooperate to the fullest extent possible. Any change(s) in policy or procedure will be furnished to the President, NALC. Periodic discussions will be used to inform the employees of such changes. Management agrees that in situations where discipline could result from a meeting between the Supervisor and employee, a request for a Steward will not be unreasonably denied.

Item 21
Bulletin Boards

The NALC will be provided with at least one [1] glass enclosed bulletin board of a suitable size with a lock and two [2] keys.

Item 21

Article 41
Notification of Personnel Actions

The President of Branch 157 will be provided a list of all Personnel Actions, when applicable. Such information will include, but not limited to, such subjects as hiring, transfers, terminations, promotions, retirement, etc.

The NALC will be notified of any contemplated changes in authorized complement. The NALC will be notified at least two [2] weeks if possible prior to any New Employee Training (NET) and will be provided with ample time to address such new employee(s).

All available training opportunities will be posted. Employees requesting promotion and/or reassignment to another craft will be given an opportunity to take the appropriate examination, if necessary. Upon passing the examination, the employee will be given consideration before any non-Postal employee within the Installation.

Item 21

Article 16

Obligation to Inform Employees Their Right to File Grievances

Employee(s) must be informed of their right to file a grievance including time limits under the terms of Article 15 of the National Agreement when discipline is issued.

No disciplinary action will be taken against an employee that was initiated by an unsubstantiated customer complaint.

Item 21

Article 17

Labor Management Meetings

The NALC Shop Steward will be paid by the USPS when attending Labor Management Meetings.

The meetings will be scheduled quarterly between the parties.

The dates and time of meetings will be done by mutual consent.

Item 21
Social & Recreation Committee

An employee Social and Recreation Committee will be established. Meetings will be held with the Postmaster or Designee on the clock with a Representative of Branch 157. The meeting will be held by mutual agreement.

Item 21
Starting Time Changes

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

Item 21
Article 14
Posting of Local Doctors/Medical Facilities

The names of doctors and medical facilities where a Carrier can report in the event of an accident, injury or dog bite will be posted in a prominent place in the Office.

When needing emergency treatment, the employee will go to the nearest available doctor or medical facility.

Item 21
Article 14
Rescheduling IOD Medical Examination on Non-Scheduled Day

When an employee is injured on duty and is scheduled for treatment or examination on their non-scheduled day, management will when possible reschedule an appointment during the employees' regular scheduled tour.

Item 21
Article 14
Injury Claim Forms

Management will provide any employee claiming an on the job injury with a CA-1 and any other pertinent or necessary forms. Management will also be responsible for informing the employee of their rights under the law and to give the employee the receipt portion of the CA-1 immediately following the completion of the form. Employees who are unable to report to work as a result of a traumatic injury will be carried "Continuation of Pay" (COP), if the employee has requested COP in accordance with ELM 541.2K.

Item 21
Article 14
Accident Reporting Form 1769

PS Form 1769, Accident Report will be completed within twenty-four [24] hours in compliance with the ELM 821.311.

Item 21
Article 14
Interference With Delivery

In order to ensure the safety of Letter Carriers, a Carrier may decide not to deliver mail where dogs, other animals, etc interfere with the actual delivery or where the Carrier feels their safety may be in jeopardy. The Carrier shall notify Management of the incident as soon as possible. It shall be the responsibility of Management to contact the owner of any animal or whoever interfered with delivery for corrective measures to be taken prior to resuming delivery.

Safety & Health

It is agreed the Safety and Health Program will be maintained as a cooperative endeavor between the Elkins Park Post Office and the NALC.

All safety and health standards will conform to the Occupational Safety and Health Act as administered by the US Department of Labor through the Williams Steiger Act, Section 19 or Postal Standards whichever is more stringent.

Both parties will cooperate to the fullest extent in their continuing objective to eliminate accidents and safety hazards.

A Safety Captain will be appointed by the President of the NALC and periodic meetings may be scheduled when deemed necessary by either party.

Safety talks will be held by Supervisors for all Carriers on the clock at least once a week.

Item 21
Article 14
Emergency Numbers/Fire Drills

Telephone numbers to call for particular emergencies such as medical, police or fire will be prominently posted.

There will be fire drills for all employees at least once a year in accordance with ELM 854.2. Report or drills will be furnished to the NALC Branch 157.

All routes to fire exits must be clearly marked and followed for fire drills.

All safety deficiencies discovered during such fire drills must be corrected as soon as possible.

Item 21
Article 41
Vehicle Assignments

Assignment of vehicles to Letter Carriers will be by seniority to the extent possible.

Item 21
Article 14
Appeal Rights Safe Driver Committee

Carriers will be informed of their appeal rights when notified of an adverse decision of the Safe Driver Award Committee in compliance with the ELM 842.

Item 21
Article 14
Vehicle Safety Check

All employees who drive vehicles will be required each day to make a safety check of their vehicle.

Item 21
Article 41
Hand Trucks

Hand Trucks, where available, will be supplied upon request.

Item 21
Article 41
Vehicle Cleaning

Postal Vehicles will be cleaned as frequently as may be necessary.

Item 21
Article 14
Vehicle Accident Kits

All government vehicles and Carriers under Contract Agreements will be issued accident kits.

Item 21
Article 14
Unsafe Vehicles/Repair Tags

No vehicle will be placed in service or permitted to be operated unless it is in a safe condition. All government vehicles will meet the safety and inspection standards established by the United States Postal Service. No employee will be required to work with unsafe equipment.

Under no circumstance will any Carrier be required to drive an unsafe vehicle. Carriers will be responsible for tagging vehicles for defects. Prompt repair will be made to deficient parts and each newly repaired vehicle must be carefully examined to ascertain its complete safety. The designated Supervisor will be responsible in seeing that the repairs are made.

Item 21
Breaks

On July 21st of each year the Union at Elkins Park Post Office will determine when the two [2] ten [10] minute breaks will be taken. Carriers who work only a portion or portion(s) of a day will have their "breaks" implemented on a pro-rata basis. The pro-rata basis will involve equal segments of two [2] hours each in the eight [8] hour day.

1. A Carrier working two [2] hours is entitled to a five [5] minute break
2. A Carrier working four [4] hours is entitled to a ten [10] minute break
3. A Carrier working six [6] hours is entitled to one [1] ten minute break and one [1] five minute break
4. A Carrier working eight [8] hours is entitled to two [2] ten [10] minute breaks

Carriers who are required to work past their scheduled leaving time may at their option elect to take their break in the Office with agreement from Management.

Item 22
Notice of Hiring/Maximization/And Change of Crafts

Management shall advise the NALC President of their intention of hiring new personnel, intent to maximization and change of crafts.

Item 22
Definition Seniority

Seniority is based on the length of service as a career Carrier commencing with the date of appointment, reinstatement or transfer to within the Installation.

Item 22
Seniority Lists

Seniority Lists will be posted and kept current. Copies of the Seniority Lists will be furnished to the NALC. The lists will be updated in January and July of each year.

Item 22
Article 41
Posting & Bidding

Carriers desiring to apply for a posted route, utility, reserve, router or any other position that in the future is determined to be a bid position in the Letter Carrier Crafts will submit their bid in writing to the Supervisors.

The bids will be examined after the specified period of posting in the presence of a Branch 157 Shop Steward. The senior bidder will be assigned to the route, utility, reserve, router or other position. The notice of awarding of the bid will show the seniority date of the successful bidder. The employee will submit in writing a request to be notified of any vacancies that occur while the employee is on vacation. The parties will notify all Carriers who are not on vacation of any vacancy that occurs. All vacancies will be posted for bid a maximum of ten [10] calendar days.

In the event Automated Bidding is implemented, the parties will adhere to all provisions regarding such bidding.

Item 22

Regular Working Their Non-Scheduled Day

In the event a Regular Carrier is requested to work on their non-scheduled day, they will work their own route and will report at their regular scheduled starting time. When called in on the same day, the Full Time Regular will work their own route from the time of report excluding routers and during unusual circumstances limited to Sundays and holidays (the intent of this language is to schedule Full Time Carriers in advance and to schedule PTF's or CCA's later starting times when necessary).

If the Utility is bumped off their scheduled assignment by the Regular;

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 or CCA holding down one of the assignments on the Utility's 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 or CCA holding down an assignment or opt to select other work which may be available to make up the balance of their tour

Where the Utility bumps a PTF or CCA off a holddown, management can reschedule the PTF or CCA as needed on that day. However, the PTF or CCA will work eight [8] hours.

Upon conversion of a PTF or CCA to regular status, a holddown ends.

A Utility working their non-scheduled day will choose their daily assignment using their seniority and will report and begin work at their regularly scheduled starting time.

Item 22

Article 41

Part Time Flexible and City Carrier Assistant Seniority

Part Time Flexible employees may use their seniority to bid for their vacation period and for available temporary assignments of five [5] or more days. As successful bidders PTF's and CCA's assume the hours of duty and the schedule of work days of the Full Time Carrier whose assignment is being covered. PTF's and CCA's are subject to bumping procedures as established under Article 41.2.B.5. (Refer to regular working his non-scheduled day).

PTF/CCA Work Week

PTF's and CCA's may be scheduled less than eight [8] hours per service day and less than forty [40] hours in a service week.

PTF's and CCA's are guaranteed two [2] hours a day when they are scheduled.

Work hours for Part Time Flexibles and City Carrier Assistants will be made available to the Steward as requested to ensure the hours are being assigned as equitable as possible during a pay period.

Weekend schedules for Part Time Flexibles Employees and City Carrier Assistants will be posted to the maximum extent possible no later than Wednesday in the service week preceding the service week in which the weekend falls.

Abolishment of Full Time Carrier Assignments

When a Letter Carrier route or full time duty assignment, 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 assignments, highway, 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 procedure in Article 41. (Refer Article 41.3.0.)

Addendum

Bargaining Unit Work

Supervisors are prohibited from performing bargaining unit work in accordance with Article 1, Section 6 of the National Agreement.

Combination Work Assignments (Different Crafts)

Management will inform the NALC and other effected Unions where applicable in advance of the reasons for establishing combination full time assignments within different crafts in accordance with Article 7, Section 2 of the National Agreement.

Lunch/Rest Period

No Carrier will be required to work more than six [6] continuous hours without a meal or rest period of at least thirty [30] minutes.

Where practical, no Carrier's lunch period shall be more than thirty [30] minutes.

Pay Location Badges

Employee's pay location badges will be handled only by authorized personnel. All employee pay location badges must be in their designated area at least five [5] minutes before the beginning and ending of tour.

Pay location badges must not be removed from their designated areas until at least six [6] minutes after the start of the tour and the ending of tour.

Probationary Employees Evaluations

A probationary employee(s) work performing will be evaluated using appropriated forms and copies provided to the employee(s) as specified in the ELM 378.

Inspection of OPF

An employee will upon request have the right to inspect their Official Personnel Folder (OPF).

The records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two years.

Upon the employee's written request, any disciplinary notice or decision letter will be removed from the employee's official personnel folder after two years if there has been no disciplinary action initiated against the employee in that two year period in accordance with Article 16, Section 10 of the National Agreement.

Employee Assistance Program (EAP)

The parties recognize their obligation under Article 35 of the Collective Bargaining Agreement and will continue their efforts.

Handbooks & Manuals M-39, M-41

It is mutually understood that Handbook M39, M-41 and other appropriate manuals will be strictly adhered to.

The NALC will be notified as soon as possible when a route or route(s) will be tested.

It is agreed any comments the Route Examiner makes on PS Form 3999, "Inspection of Letter Carrier Route" or attachments will be discussed with the Carrier and the Supervisor on the day of the inspection. In the event a meeting does not take place on that day, a copy of the PS Form 3999 and attachments will be given to the Carrier. Should circumstances necessitate additional time, it shall be granted and the test will remain valid provided the Shop Steward and Carrier are given the reason with a specific time and date not to exceed [48] hours.

A completed copy of the front of Form 1840 reflecting totals and averages from Forms 1838, day of inspection data, route examiner's comments and analysis of office work functions and actual time recordings will be furnished to the Carrier at least one [1] day in advance of consultation. Completed copies of Form 1838 will be given to the Carrier at least five [5] calendar days prior to consultation.

Route adjustments must be placed into effect within fifty-two [52] calendar days of the completion of the mail count and no major scheme changes should be made between the period November 15 and January 1. Exceptions must be approved by the District Manager/Postmaster. The NALC will be notified promptly of any exceptions granted.

When a Carrier requests a special inspection and management agrees it is warranted, management will take prompt action to make necessary arrangements for the count and inspection in accordance with the M-39.

Handbooks & Manuals M-39, M-41 (continued)

The Carrier's 1571, Curtailed Mail Report, can be reviewed by the Carrier noting action taken by supervisor. A copy will be furnished to the Carrier upon their request.

One Day Mail Count

When a supervisor desires to determine the efficiency of a Carrier in the Office, a one [1] day mail count shall be conducted. In such cases Form 1838 will be used to record all office work and time items. The Carrier will be given one [1] day advance notification that the mail will be counted the next day by the supervisor.

Elimination of Junior Regulars Route(s)

When it is proposed to eliminate a route or route(s), the Office will be adjusted where possible so that the route or route(s) to be eliminated may be those held by the junior regulars.

Public Address System

The public address system (PA) must be properly designed so that it can be clearly heard and understood. The Shop Steward will be permitted to make changes to the radio station.

Working Off the Clock

No employee will be permitted to perform any duties unless they are on Official Time. No supervisor will permit an employee to work off the clock.

Swing Room, Housekeeping & Temperature Levels

Employees will be provided an ample amount of benches, stools and/or chairs for the employee swing and locker rooms. All employees will be assigned a locker. Newly hired employees will be assigned a locker upon their assignment to the Office.

Management will be responsible for the maintenance and cleanliness of workroom floors, drinking fountains, swing rooms, lavatories and Carrier cases and to insure adequate light, heat and ventilation.

Every effort will be made to balance air conditioning at a comfortable temperature.

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 Elkins Park Post Office.



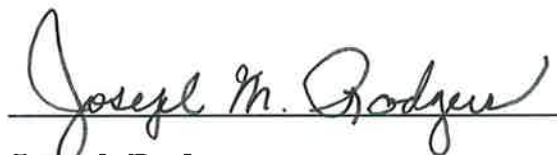
Wayne Johnson

Postmaster

Elkins Park Post Office

Elkins Park, PA

September 6, 2018



Joseph Rodgers

President

Keystone Branch 157, NALC

Philadelphia, PA

September 6, 2018

