

Local Memorandum of Understanding

Between

Fort Washington Post Office

And

Keystone Branch 157

National Association of Letter Carriers

2016 – 2019

Item A

Article 1

Recognition

This Memorandum of Understanding is entered into on September 6, 2019 at Fort Washington Post Office between the Representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers pursuant to the Local Implementation Provision of the 2016 - 2019 National Agreement. This Memorandum of Understanding constitutes the entire Agreement relating to the local conditions of employment.

Item 2

Wash Up Time

In the interest of the employees health, all Letter Carriers who are required to handle dirty sacks and bags or mail which caused the ink from the printing to come off will be granted actual time to wash up in the morning prior to lunch and prior to clocking off.

Item 2

Regular Work Week

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

Item 3

Curtailment 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 ales, bomb scares, no heat in the 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 employees.
- B. The emergency as stated by and acted upon by other governmental authorities.
- C. Management will consult with the Union before implementation of any action.

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

Item 4

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 triplicated 3971 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 applications for LWOP will be handled in accordance with the ELM and the National Agreement. No automatic AWOL because 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 Administrative Leave in accordance with the ELM 519.
9. Union Activity – Granting Annual Leave to attend Union activities will be given every consideration by management. It will be without loss of his Choice Vacation time and it will not be charged to either Prime or Non-Prime time complement provided that approval of such leave does not seriously affect the operational needs of the Installation.
10. The practice of excusing employees from duty on all religious holidays and other special occasions to the fullest extent practicable will be continues.
11. All Full Time Regulars and Flexibles will receive a vacation during the Choice Period.

Item 4

Formulation of Local Leave Program (continued)

12. Short Term Annual Leave outside of Prime Time Selection Period, April 1 through April 15 and regular scheduled Non-Prime Time Selection Periods, August 1 through August 7 and December 1 through December 7 are as follows;
 - A. Request(s) for Annual Leave submitted a minimum of ten [10] days for Prime Time five [5] days Non-Prime Time in advance of the leave request will be approved/disapproved based on the percentage of Carriers permitted off at each Office or Section during either the Non-Prime Periods or Choice Vacation Period. Approval/disapproval will be made within twenty -four [24] hours.
 - B. 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.
 - C. Same day Short Term Leave request(s) will be approved/disapproved within two [2] hours of 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 [A] 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 reason(s). Approval/disapproval for categories [B] and [C] 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 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.

During Prime Time, weeks take precedence over days.

13. Carriers on Military Leave will not be included in the total number of Carriers off during the Choice Vacation Period.
14. 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.
15. 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.
16. Leave requests can be submitted for a full week or incremental periods.
17. 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

Formulation of Local Leave Program

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

Item 4

Formulation of Local Leave Program

Cancellations

Cancellations of Choice Vacation periods will be posted for five [5] days. If less than five [5] days remain before the beginning date of the canceled 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 canceled vacation, a senior Carrier can bid in this instance seniority will prevail.

Item 5

Duration of Vacation Period

The Prime Vacation Period will be from;

May 12, 2019 thru September 15, 2019

May 15, 2022 thru September 18, 2022

May 10, 2020 thru September 13, 2020

May 14, 2023 thru September 17, 2023

May 16, 2021 thru September 19, 2021

May 12, 2024 thru September 15, 2024

In addition, the week between Christmas and New Year (December 25 thru January 1) will be included.

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 and attendance at a National or State Convention will not be charged to the Choice Vacation Period.

Item 9

Number of Employees Off

The number of Carriers off each week during Prime Time Vacation will be 16% of the Station Complement as of February 1 of each year. Percentages of .5 or higher will be rounded off to the next highest 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;

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

Item 10

Official Notices

Supervisors in cooperation with NALC Steward will announce to the Carriers no later than January 15 that picking for vacations will be from February 1 thru February 28 or 29. A notice announcing the vacation period will be posted no later than January 15. The notice will be placed at the Carrier's time clock and the Carrier's bulletin board.

When the number of Carriers off each week is determined, the supervisor will make a chart with [1] space for each Carrier permitted off for each week of the vacation period. Starting on the first day of the picking period, the senior Carrier will select his vacation and the remaining Carriers will make selections in descending seniority. The supervisor will contact each Carrier who is IOD, extended illness, detailed, etc. and no Carrier will be permitted to select until the Carrier senior to him has selected. Carriers not prepared to select when contacted will be bypassed until they are ready to select. One space will be left open for a period not to exceed [48] hours.

The Vacation Schedule will be posted on the bulletin board. A duplicate copy of the employees vacation period will be returned signed by management at the end of the bidding period, March 1.

No later than November 15th and July 15th of each year, management and the NALC Steward will make announcements and post notices on the Carrier bulletin board that the Non-Prime Selection Periods begin on December 1 and August 1.

Item 21

Beginning of New Leave Year

No later than November 1 of each year, management will notify all Carrier Craft employees of the beginning of the New Leave Year. A written notice of this will be posted on all employee bulletin boards. This notice will be announced to the Carriers for three [3] consecutive days.

Item 12

Non-Prime Time

12% of the active Carriers on the day of submission will be granted leave. The active carriers will not include carriers out for 30 consecutive days prior to the submission. Carriers out for military leave, IOD (injured on duty) or extended leave are not considered active. The active carriers will be determined by the steward and the Postmaster. 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 five [5] days in advance. Leave will be granted subject to the above provisions provided the allotted number of Carriers are not already off.
- C. Percentages of .5 or higher will be rounded off to the next higher number.
- D. Same day requests will be approved/disapproved within two [2] hours.

On December 1 thru 7 leave slips will be accepted for the period January 1 to the beginning of Prime Time. Slips will be returned by December 15,

On August 1 thru 7 leave slips will be accepted for the period from the end of Prime Time to December 31. Slips will be returned by August 15.

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

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;

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

Easter Week 13%

From Sunday before Easter to Easter Sunday

Thanksgiving Week 13%

The Friday, Saturday and Sunday after Thanksgiving

Item 13

Holiday Scheduling

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

1. CCA Carriers even if overtime is necessary.
 2. Part Time Flexibles even if overtime is necessary
 3. Full Time Regular Volunteers regardless of whether they are on their holiday or non-scheduled day by seniority
 4. Full Time Regular Non-Volunteers regardless of whether it is their holiday or non-scheduled day by seniority
- * The scheduling for the holiday does not involve ODL.

Item 14

Overtime Desired List

The Overtime Desired List will be on an Office wide basis according to craft for Full Time Regular Letter Carriers.

Overtime for Part Time Flexibles and CCA's will be distributed as equitably as possible.

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

Item 15

Number of Light Duty Assignments

The number of Light Duty Assignments shall be the same as they have been in the past to allow Letter Carriers who are unable to perform their normal duties because of illness or injury to be gainfully employed but shall not conflict with Article XIII of the National Agreement.

Light Duty assignments shall be the same as they have been in the past. The tour of Light Duty shall coincide with the employees present tour of duty where practicable.

Item 15

Light Duty Which Conflicts

Any Light Duty 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 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. Rewriting or lining out of Form 3982's.
- D. Rewriting Carrier route books.
- E. Maintenance of delivery service equipment.
- F. Casing curtailed and/or backlogged mail on other routes.
- G. Any other duties which in the future could be deemed as Light Duty in the Carrier Craft.

Item 18

Reassignments

It is agreed that this Post Office will be known as an Installation. It is further agreed that when it is necessary to reassign within this Installation employees who are excess to the needs, management will meet with the Union to present the facts. This will be done prior to a final determination.

Item 19

Parking

Establishment of parking committee consisting of [2] Letter Carriers and [2] management personnel. They will meet in an effort as deemed necessary to improve parking conditions for all Letter Carriers.

Item 20

Covered in Item 8

Item 21

Representation

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

The Stewards will be afforded prompt, proper and due recognition by all supervisory personnel and management officials in carrying out their duties, responsibilities and obligations under this Memorandum of Understanding and the National Agreement.

The parties of this Agreement will meet each quarter.

The meetings will convene at mutually agreeable times.

There will be no more than two members of each craft at any Labor Management Meeting. The Union Steward will be on the clock.

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

It is agreed that agenda items for discussion at all Labor Management Meetings will be exchanged by the parties to this agreement at least one full week 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.

Management will record the minutes of Labor Management Meetings and supply the Local Branch of the National Association of Letter Carriers with two [2] copies of the minutes within five working days.

Branch 157 will be consulted prior to the designation of employees to all local committees where applicable by the Postmaster and/or his staff. Letter Carrier members of all committees will be designated by the President of Branch 157. Committee Meetings will be held on the clock.

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

Upon request to the appropriate supervisor, the Steward may be permitted to enter into any work location where a problem has been reported involving personnel policy and practices or any other matter effecting terms or conditions or employment of an employee or employees he represents for the purpose of resolving the problem with the employee or employees and/or the Supervisor or Supervisors involved.

Such attempts at resolution will be conducted on the clock during the Steward's (or his alternate's) regularly scheduled work day.

Item 21

Representation

(continued)

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

Stewards and Supervisors will cooperate to the fullest extent in furthering the good of the service and the employee's welfare by keeping employees currently informed of any changes in policy or procedure by the method of periodic discussions on the workroom floor. Employees will be on the clock for the time necessary.

Representatives of Branch 157 will have the right to the use of Post Office telephones for the purpose of performing and engaging in official Union duties and any business related to the Collective Bargaining Agreement and the Local Memorandum of Understanding with management's permission.

Item 21

Route Inspection

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

Comfort & Lunch Stops

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

Item 21

Social & Recreation Committee

An employee Social & Recreation Committee will be established . Meetings will be held with the Postmaster or his designee on the clock with a representative of Branch 157. The meeting will be held when necessary.

Item 21

Air Conditioning

The air conditioning will be maintained and operated from May 15th to October 15th in compliance with Federal Regulations. It will be turned on two [2] hours prior to the Letter Carriers reporting to work.

Item 2

Inspection of OPF

1. A Letter Carrier will, upon request, have the right to inspect his Official Personnel Folder.
2. Upon the employees request, the Branch President and/or his designee may accompany the employee during the inspection.
3. Employees will be able to obtain copies of any material in their folder at their own expense.

Item 22

Seniority Lists

An updated Seniority List of all Letter Carriers at this Installation will be posted on employee bulletin boards. The list will be updated once every six months (January 1 and July 1) or when there is a personnel change, whichever comes first.

Item 22

Assignments

When there is a change of more than one [1] 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 Carriers involved.

Item 22

Posting & 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 in charge of the Installation during the period for which the notice is posted and opened in the presence of a Union Representative of Branch 157.
- C. The senior applicant for a vacant assignment will be placed in the assignment within [15] days of the closing of bids, unless on leave, except in December when the successful bidder will be placed on his new assignment on the first work day of January.
- D. Utility, T-6 and Reserve (Float) Letter Carrier vacancies will be posted for bid in the same manner and subject to the same provisions as provided in this Article of this Local Memorandum of Understanding.
- E. All Full Time Carrier vacancies will be posted for [10] days.
- F. The assignment of a successful bidder will not be posted until after they assume the new position.
- G. In the event Automated Bidding is implemented, all provisions for Automated Bidding will be followed.

Regular Carrier Working His Non-Scheduled Day

In the event a Regular Assigned Carrier is requested to work on his non-scheduled day, he will be assigned to work on 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 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 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 other four routes on the Utility or T-6 string. However, there is no bumping if there is an open route on the string. If nothing is available in the Utility string, he will choose vacant assignments with his seniority.

Article 41 Section 2 B 5

(continued)

- 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 or CCA Carrier is converted to a permanent route vacancy.
- F. Reserve and Unassigned Carriers bid on permanent route vacancies.

Reserve Carriers, by virtue of 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.

Item 22

Part Time Flexibles/City Carrier Assistants

Part Time Flexible employees may use their seniority to bid for their vacation period. Part Time Flexibles and City Carrier Assistants may use their seniority to bid 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.

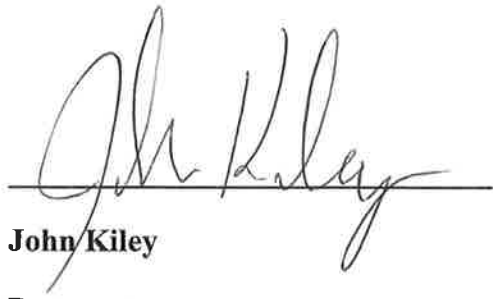
Section 3 -0

When a Letter Carrier route or full time assignment(s), other than the Letter Carrier route(s) or full time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highways, housing projects, all routes and full time duty assignments at that unit held by Letter Carriers who are junior to the Carrier(s) whose route(s) or full time duty assignments was abolished shall be posted for bid in accordance with the posting procedure in this 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 Fort Washington Post Office.

A handwritten signature in cursive script, appearing to read "John Kiley", written over a horizontal line.

John Kiley

Postmaster

Fort Washington Post Office

Fort Washington, PA

September 6, 2018

A handwritten signature in cursive script, appearing to read "Joseph M. Rodgers", written over a horizontal line.

Joseph Rodgers

President

Keystone Branch 157, NALC

Philadelphia, PA

September 6, 2018