# Local Memorandum of Understanding

# Between

**Glenside 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 November 13, 2017 at Glenside 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

Reasonable time will be allotted for employees to wash up, keeping in mind, dirty or toxic work performed. A supervisor shall be notified when an extra amount of wash up time is needed.

### Item 2

### Regular Work Week

The Carriers in this Installation will be on a rotating schedule.

#### 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 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 will not be charged with Annual Leave unless requested by the employee. (Work must be made available.)

### Formulation of Local leave Program

- 1. Annual Leave will be granted in any increments up to and including units, after the choice submission period.
- 2. All requests for Annual Leave will be approved or disapproved within [24] hours. A triplicate 3971 will be marked by the supervisor received. The duplicate 3971 will be returned to the Letter Carrier at the end of the [24] hour period, marked approved or disapproved. When no action has been taken within this period, the request for leave will be automatically approved.
- 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 approved on Form 3971 by a supervisor, the same may not be rescinded by any supervisor.
- 5. Emergency Annual Leave will be granted in accordance with ELM 512.412.
- 6. All applications for LWOP and SWOP shall be granted in accordance with the ELM.
- 7. Blood Leave It is agreed that four [4] hours of administrative Leave will be granted when Carriers donate blood.
- 8. All Full Time Regular and Part Time Flexibles will receive a vacation during the Choice Period.
- 9. Exchange of Annual Leave periods will be permitted only after all Carriers senior to the exchanges in the Station have been offered said period.
- 10. 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 cancelled period, the vacation will be posted for the amount of time remaining. Cancellations of Choice Vacation Periods may first be bid by Carriers junior to the Carrier who cancels his vacation. If no junior Carriers bid on the cancelled vacation, a senior Carrier can bid; in this instance seniority will prevail.
- 11. The practice of excusing employees from duties on all religious holidays and other special occasions to the maximum extent possible in accordance with ELM 519.
- 12. Management will keep an updated leave calendar posted at the supervisors' desk in plain view of all Letter Carriers.
- 13. Carries that become ill while on Annual Leave will be granted Sick Leave upon request and documentation and afforded another vacation period if so desired. This shall in no way adversely affect another employee. This shall in no way cancel another employee's vacation period and will not be permitted to exceed the amount specified off during that period.

### **Duration of Choice Vacation Period**

It is mutually agreed that the Prime Time Vacation dates will be as follows;

May 13, 2018 thru September 16, 2018

May 9, 2021 thru September 19, 2021

May 12, 2019 thru September 15, 2019

May 10, 2020 thru September 20, 2020

### Thanksgiving Week

November 18 thru November 25, 2018

November 21 thru November 28, 2021

November 24 thru December 1, 2019

November 22 thru November 29, 2020

### **Christmas Week**

The week between Christmas and New Year wherever they may fall.

### Item 6

### **Beginning Day of Vacation**

Vacation period will start 0001 hours Sunday and run thru till Saturday 2400 hours. The only exception to this is the week between Christmas and New Years Day, which are floating and not fixed holidays.

#### Item 7

#### Selection of Weeks

Employees may, at their option, select two choices during Prime Time in units of either [5] or [15] working days. The total no to exceed the [10] or [15] days. (Two [2] weeks plus one [1] week or three [3] in a row.

#### Item 8

# Jury Duty, National or State Convention

Jury Duty will not be charged to the Choice Vacation Periods.

One [1] Delegate to a National or State Convention will not be charged to the Choice Vacation Periods.

# **Number of Employees Off**

The number of Carriers granted Annual Leave during Prime Time shall be 13.5% of the Full Time Regulars, PTF's and City Carrier Assistants as of February 1 of the year. When formulating the compliment, for both Prime Time and Non-Prime Time the total number of City Carrier Assistants assigned to Glenside will be counted into the compliment. It is understood at no time shall less than seven [7] City Carrier Assistants be included into the compliment. Any percentages of .5 or higher will be rounded up to the next higher number.

All days or weeks not chosen by February 15<sup>th</sup> of each year will be opened for selection based on the guaranteed 13.5%, when submitted seven [7] days in advance will be approved at the Non-Prime Time rate of 9%. Leave requests will be granted on a first come first served basis, except where requests are submitted on the same date at which time seniority will prevail.

### Item 10

### Official Notices

Supervisors in cooperation with NALC Steward will announce to the Carriers no later than January 1 of each year that request(s) for vacations will be taken during the period February 1-15 each year. A notice will be posted announcing the vacation period no later than January 1 of each year.

When the number of Carriers off each week is determined, the supervisor will make a calendar with [1] space for each Carrier permitted off for each week of the vacation period. Starting with the senior Carrier the supervisor will fill in the period of vacation until all have made their selections. The supervisor will contact each individual Carrier and no eligible Carrier will be permitted to select until the Carrier senior to him/her has selected. Carriers not prepared to select when contacted will be bypassed until they are ready to select, but no available slots will be closed to him/her.

Leave slips submitted in duplicate will be signed by the supervisor approving the selected vacations as the Carries make their selections. A copy of the approved slip will be returned to the Carrier the same day or not later than February 16.

### Item 11

# 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.

### Non Prime Time

On November 30th and July 31st of each year this Office will determine the number of Carriers that make up to Letter Carrier force. 9% of those in the Letter Carrier Craft (Full Time Regulars, PTF's, City Carrier Assistants) will be permitted Annual 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 72 hours in advance. Leave will be granted subject to the above provisions provided the allotted percentage of Carriers are not already off.
- C. Percentages of .5 or higher will be rounded up to the next higher number.
- D. All leave slips 3971's will be returned in 24 hours either approved/disapproved.

On December 1 thru 7 leave slips will be accepted for the period January 1 thru to the beginning of Prime Time. Leave slips will be returned by December 15<sup>th</sup>.

On August 1 thru 7 leave slips will be accepted for the period from the end of Prime Time until December 31. Except for Thanksgiving and Christmas Weeks which will be picked during Prime Time. The percentages for these weeks will reflect the same formula as used for Prime Time and Non-Prime Time Leave,

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

### Item 13

# **Holiday Schedule**

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

- 1. CCA's and PTF's to the maximum extent possible, even if overtime is necessary.
- 2. Volunteers on their non-scheduled day.
- 3. Volunteers on their holiday.
- 4. Non-volunteers on their non-scheduled day by juniority
- 5. Non-volunteers on their holiday by juniority.

#### **Overtime Desired List**

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

There will be no limit or restrictions as to the number of Light Duty Assignments within the Letter Carrier Craft depending on the number of hours available for either temporary or permanent light duty.

#### Item 16

### **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 Assignment

Any duty of a Letter Carrier will be considered Light Duty if it meets the restrictions placed on a Letter Carrier by a Medical Official.

### Item 18

### Reassignments

It is agreed that this Post Office will be known as an Installation. The Carriers will be considered one section.

#### Item 19

## **Parking**

Craft employees may park in any spot designated as the parking area that is not assigned to a Postal Vehicle, supervisor or customer.

#### Item 20

Union Activity – Leave to attend Union Activity will be given to one [1] Carrier and will not be part of the Choice Vacation Period(s).

### 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 assignments was abolished shall be posted for bid in accordance with the posting procedure in the Article.

### Item 22

### 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 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 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 on their own route on their non-scheduled day, bump their Utility or T-6 Carriers, who then bump a Reserve, Unassigned, Part Time Flexible 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 Carries bid on permanent route vacancies. Reserve Carriers, by virtue of having craft full time duty assignments, may not be arbitrarily moved from their permanent or temporary bid assignments. Unassigned Carriers may be assigned to permanent route vacancies after their temporary bid assignments have ended.
- G. If nothing is available in the Utility string, he will choose vacant assignments with this seniority.

## Posting and Bidding

- A. In instances where several assignments are posted, a Letter Carrier my 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 fill out a PS Form 1717 (pink card) and place the card in a locked bid box during the period for which the notice is posted and opened in the presence of a Union Representative of Branch 157 or a Representative of the Glenside Carrier Craft.
- 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/her new assignment on the first work day or 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 the Local Memorandum of Understanding.
- E. All Full Time Carrier vacancies will be posted for 10 days.

### Item 22

# Posting and Awarding Carrier Assignments

All posting and awarding of Carrier assignments will adhere strictly with the National Agreement. With both parties paying special attention to the time requirements.

### Item 22

# **Assignments**

When there is a change of more than [1] hour in the starting time of a route, the decision to post or not to post will be made by the Union and the Carriers involved in that section.

### Item 22

# Assignments

### Part Time Flexibles

Part Time Flexible employees may use their seniority to bid for their vacation period. Part Time Flexibles and CCA's (with 60 days or more employment) may bid for available temporary assignments of five or more days. As successful bidders they assume the duties and schedule of the Full Time Carrier whose assignment is being covered for its duration.

### **Emergency**

The word emergency shall be defined in the Memorandum as an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not likely to be of a recurring nature.

#### Item 22

### **Employee Complement**

The Union (NALC) shall be notified as soon as possible of the reassignment or employment of employee.

### Item 22

#### Form 3996

When Form 3996 (Carrier Auxiliary Control) is properly executed, the supervisor shall notify the Carrier prior to strapping out the mail whether auxiliary assistance or overtime is approved or if mail should be curtailed.

### Item 22

### **Notices**

A copy of all posted notices affecting the Letter Carrier Craft will be sent to Branch 157(NALC) President.

### Item 22

# Seniority

An updated seniority roster listing all FTR Carriers and PTF Carries in order of seniority will be posted on employee bulletin board. This list must be updated each Postal Quarter by USPS if a change occurs.

#### **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. If any adjustment is made, management will have two [2] weeks to implement.

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 Glenside Post Office.

**Darryl Patterson** 

(A) Postmaster

Glenside Post Office

Glenside, PA

November 17, 2017

Joseph Rodgers

President

**Keystone Branch 157, NALC** 

Philadelphia, PA

November 17, 2017