

# **Local Memorandum of Understanding**

**Between**

**Huntingdon Valley Post Office**

**And**

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**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, 2018 at Huntingdon Valley 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**

Each Letter Carrier will be granted a reasonable amount of time to wash up prior to leaving for the street, lunch and his end of tour. 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 a 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 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 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 p to and including units.
2. Annual Leave will be granted throughout the year.
3. All requests for Annual Leave will be approved or disapproved within 24 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 24 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. "Service Needs" will not be an acceptable explanation for disapproval.
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 situation.
6. Emergency Annual Leave may 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 and SWOP shall be granted in accordance with ELM language 514.22.
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.
9. Union Activity – Any Union Official requesting Annual Leave or Leave Without Pay to attend a Union activity throughout the year will be given the same consideration as other leave. It will be without loss of his Choice Vacation time and it will not be charged to either Prime Time or Non-Prime Time.
10. Carriers may be permitted to celebrate their birthdays by requesting a day off.
11. The practice of excusing employees from duties on all religious holidays and other special occasions to the maximum extent possible.
12. 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 periods will be permitted only after all Carriers senior to the exchange in the Station have been offered said period.

**Item 4**  
**Cancellations**

When notified five [5] days in advance 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 Choice Vacation Period**

The Prime Vacation period will be the third full week of May thru to the last week of September each year.

**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 Prim 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**

### **Convention (National & State), Jury Duty and 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 November 1-7) or the Prime Time Selection Period (February 14-28) 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 the 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 Period(s).

One [1] Carrier over and above the percentage (5) will be allowed to attend State or National Convention.

## **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 February 1 of each year. Percentages of .5 or higher will be rounded off to the next higher number.

- A. Short Term Annual Leave Slips will be submitted seven [7] days in advance. Approval/disapproval will be based on twelve percent (12%) during Prime Time.
  - 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 Notice**

Supervisors in cooperation with NALC Steward will announce to the Carriers no later than February 1 that picking for vacations will be from February 14 thru to February 28. A notice announcing the vacation period will be posted no later than February 1.

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. Senior Carriers not prepared to select when contacted will be bypassed until the next morning. In the event they are still not prepared to select, the selection process will proceed. When ready, 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.

The vacation schedule will be posted on the bulletin board. A duplicate copy of the employee's vacation will be returned signed by management at the end of the bidding period, March 1.

## **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.

## **Item 12**

### **Non Prime Time**

On October 31<sup>st</sup> of each year this Installation will determine the active Carrier Force. 10% of the active Carrier complement 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 [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.

On November 1 thru 7 leave slips will be accepted for the period January 1 thru to the beginning of Prime Time.

On August 1 thru 7 leave slips will be accepted for the period from the end of Prime Time until December 31.

All leave slips accepted during the periods in the 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;

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.



1. **Christmas Week 15%**

From December 25 thru to January 1, no matter when it falls

2. **Easter 15%**

From Sunday before Easter to Easter Sunday

3. **Thanksgiving 12%**

Friday and Saturday

### **Item 13**

#### **Holiday Schedule**

The following sequence will be followed when scheduling employees to work on a holiday or designated holiday provided that such scheduling produces a work force which meets the operating skill requirements of the holiday or designated holiday.

- A. CCA's and Part Time Flexible employees to the maximum extent possible, regardless of the necessity to pay overtime premiums.
- B. All Full Time regular employees who volunteer to work either their holiday or their non-scheduled day shall be combined into a single group, ranked in seniority order and selected to work by this list.
  - 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.
- D. If additional employees are needed and not filled by Section B.1 above, they will be selected by inverse seniority.

### **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 Assignment**

There will be no limit or restriction 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 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. Casing curtailed and/or backlogged mail on other routes.
- C. 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 making a final determination.

### **Item 19**

#### **Parking**

Every effort will be made to provide parking for all Letter Carriers.

### **Item 20**

#### **Covered in Item 8**

## **Item 21**

### **Representation**

A copy of Postal 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, at 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, except in the fourth quarter, the meeting will be held in November along with the Christmas Meeting.

The meetings will convene at 9:30 a.m.

There will be no more than two members of each craft at any Labor Management Meeting.

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 work day 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.

All items will be initiated by Postmaster or designee within [7] days. The Postmaster will provide the Branch President with the minutes of the meeting.

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.

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 of employment of an employee or employees he represents for the purpose of resolving the problem with 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 day.

Stewards and supervisors will be cooperative 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.

## **Item 21**

### **Representation**

**(continued)**

Representatives of Branch 157 will have the right to use the 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. Requests will not be unreasonably denied.

## **Item 21**

### **Route Inspections**

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.

## **Item 21**

### **Uniforms**

Carriers will be permitted to take their outer shirt off when working within the confines of the building out of public view.

## **Item 21**

### **Comfort and Lunch Stops**

When there are no suitable places to take a comfort and/or lunch stop on route, a Letter Carrier will have the right 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 quarterly.

## **Item 21**

### **Air Conditioner**

The air conditioning will be properly maintained and serviced and will be turned on [2] hours prior to the Letter Carriers reporting for work.

## **Item 21**

### **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 all material placed in his/her folder.

## **Item 21**

### **Discipline Procedures**

No disciplinary action shall be taken against an employee on the unsupported basis of an anonymous complaint or where a complainant is unwilling to testify against the employees at a hearing.

When an employee's efficiency is questioned by management, the employee shall be counseled and afforded training with regard to the alleged deficiency. Following such training, management shall conduct a special inspection to determine if the alleged deficiency has been corrected.

## **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 & July 1) or when there is a personnel change, whichever comes first.

## **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 preferences 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. In the event Automated Bidding is implemented, the parties will follow the provisions of Automated Bidding in Article 41 of the JCAM.
- C. A vacant or newly established duty assignment not under consideration for reversion shall be posted within fourteen calendar days from the day it becomes vacant or is established.
- D. Within ten [10] days after the closing date of the posting, the employer shall post a notice indicating the successful bidder, seniority date and number. The successful bidder will be placed in the assignment within [15] days unless on leave, except December, when the successful bidder will be placed on his new assignment on the first work day of January. (The [15] day period begins on the date the successful bidder is announced.
- E. Utility T-6 and Reserve (Float) Letter Carriers vacancies will be posted for bid in the same manner and subject to the same provisions as provided in this Article or the Local Memorandum of Understanding.
- F. All Full Time Carrier vacancies will be posted for a maximum ten [10] days.

## **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 done by mutual consent.

## **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 or CCA who may be filling in for a vacancy or a holddown. Below is listed the exceptions 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 then 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 the junior Part Time Flexible or CCA holding a temporary bid assignment.
- 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 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 his seniority.

## **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 may use their seniority to bid 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 assignments 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 constitute the entire Agreement between Branch 157, National Association of Letter Carriers and the Huntingdon Valley Post Office.**



**Nicole McGinley**

**Postmaster**

**Huntingdon Valley Post Office**

**Huntingdon Valley, PA**

**September 6, 2018**



**Joseph Rodgers**

**President**

**Keystone Branch 157, NALC**

**Philadelphia, PA**

**September 6, 2018**