

Local Memorandum of Understanding

Between

Jenkintown Post Office

And

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

2016 -2019

**Item A
Preamble**

This Memorandum of Understanding is entered into on September 6, 2018 at Jenkintown 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 conditions of employment.

**Article 8 Section 9
Hours of Work
Item 1
Wash Up Time**

A supervisor shall be notified when an extra amount of wash up time is needed.

**Article 41 Section 1 A 3
Letter Carrier Craft
Item 2
Regular Work Week**

All Regular Carriers will be on a fixed or rotating work schedule. Any contemplated changes the Union will be notified and these changes will be made by mutual consultation.

**Article 5
Prohibition of Unilateral Action
Item 3
Curtailment or Termination of Postal Operations**

Management and the Union shall consult when there are possibilities of curtailing Postal Operations due to inclement weather or any other unusual circumstances that could be considered dangerous to the health and well being of the Carrier.

Article 10
Leave
Item 4
Formulation of Local Leave Program

1. Annual Leave will be granted in accordance with the National Agreement.
2. Leave, other than Prime Time Leave, shall be submitted on Form 3971 and an answer to the approval or disapproval of such a request shall be given within [24] hours.
3. Disapproval of any request for Annual Leave must be explained to the employee in writing on 3971 when submitted in duplicate by the disapproving supervisor.
4. Once Annual Leave has been approved on Form 3971 by a supervisor the same may not rescinded by a supervisor except in a serious emergency.
5. 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 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 be given individual consideration. Documentation may be required for approval/disapproval.
6. Requests for LWOP or SWOP will be given individual consideration in accordance with 514.22 of the ELM.
7. 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 Blood Leave in accordance with the ELM 519.252.
8. Union Officials requesting leave to participate in Official Union activities called by President of Branch 157 will not have said leave charged against the Union Official's vacation periods. It will, however, be charged against the 13% or 15.5% overall allotment of leave to be granted to the Office.
9. 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 15.5%. 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 in each section as of March 1 of the year. Carriers on extended sick leave, injured on duty, leave without pay are not to be considered nor counted when calculating the percentage provided they are out more than [30] consecutive days prior to March 1. Figures of .5 or more are to be rounded up to the next higher number.

- 10 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.
11. 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.
12. Leave requests can be submitted for a full week or incremental periods.
13. 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;

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

Article 10
Leave
Item 4
Exchange of Vacation

Exchange of Annual Leave Periods will be permitted only after all Carriers between the exchanges in the Station have been polled by the Steward. Any objections cancels said exchange.

Item 4
Cancellations

Cancellations of Choice Vacation Periods shall be posted for seven [7] days. If less than seven [7] 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 their vacation. If no junior Carriers bid on the canceled vacation, a senior Carrier can bid in this instance seniority will prevail. Posting of cancellations is predicated on the basis that the person who cancels is in an active work status during the canceled period.

Article 10 Section 3C
Leave
Item 5
Duration of Vacation Periods

It is mutually agreed that the Choice Vacation Period of each year will be made up of [19] consecutive weeks as follows;

May 12, 2019 thru September 22, 2019	May 15, 2022 thru September 25, 2022
May 10, 2020 thru September 20, 2020	May 14, 2023 thru September 24, 2023
May 16, 2021 thru September 26, 2021	May 13, 2024 thru September 22, 2024

Article 10 Section 3 E
Leave
Item 6
Beginning Day of Vacation

Vacations will start on Sunday and end on Sunday.

Article 10 Section 3 D 3
Leave
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}.

Article 10
Leave
Item 8
Jury Duty, National or State Convention and Military Leave

Carriers in need of these types of leave during the period(s) for either the Non-Prime Time Selection Period(s) or the Prime Time Selection Period 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 no loss to the Carrier(s) other selection(s) during the Choice Period(s).

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).

Article 10
Leave
Item 9
Number of Employees Off

The number of Carriers granted Annual Leave during the Prime Time Vacation Period shall be 15.5% of the established career complement as of March 1st of each year. Any percentage of .5 or higher will be rounded up to the next higher number.

All weeks not chosen by March 15th or each year will be available for incidental leave and the percentages guaranteed when submitted [7] days in advance of the starting date of the requested leave. Requests not submitted [7] days in advance can be approved/disapproved at the discretion of management. Requests will be filled on a first come first served basis by seniority.

- 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.

Article 10
Leave
Item 10
Official Notices

Supervisors in cooperation with the NALC Steward will announce to the Carriers no later than February 1 that picking for vacation will be from March 1 thru to March 15. 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 been given a reasonable opportunity to select.

The vacation schedule will be posted on the bulletin board. A duplicate copy of the employee's 3971 vacation period will be returned signed by management at the end of the bidding period.

Article 10 Section 4 A
Leave
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.

Article 10 Section 3 D 4
Leave
Item 12
Non Prime Time

On January 2nd of each year each Section 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 [30] consecutive days prior to January 2nd. Thirteen percent (13%) of the Active Carriers in each Section will be permitted Annual Leave consistent with the following guidelines;

- A. Thirteen percent (13%) figure includes Carriers on jury duty, convention leave and military leave. Percentages of or more than .5 will be rounded off 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.
- C. Leave requests can be submitted at any time. Leave will be granted subject to the above provisions provided the allotted number of Carriers are not already off and all provisions of this Local Agreement are met.
- D. Leave slips will be accepted at any time throughout the year for periods up to six months in advance.
- E. Same day requests will be approved/disapproved within two [2] hours.
- F. 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.
- G. 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.

H. Leave requests can be submitted for a full week or incremental periods.

I. 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.

Article 11 Section 6
Holiday Schedule
Item 13
Holiday Scheduling

Holiday work shall be implemented as follows; CCA Employees, Part Time Flexibles to work first, then volunteers on their non-scheduled day, volunteers on their holiday, non-volunteers on non-scheduled day and then non-volunteers on holiday according to juniority.

Article 8 Section 5 B
Overtime Assignment
Item 14
Overtime Desired List

The Overtime Desired List will be on an Office wide basis according to craft. The Letter Carrier Craft will be known as one [1] Section for overtime purposes. Letter Carriers will be allowed to remove their names from the Overtime Desired List. This must be done in writing and will go into effect after the day in question.

Article 13 Section 3
Local Implementation
Item 15 & 16
Light Duty

Management is fully aware of our responsibilities under Article 13 of the National Agreement and will make every effort to accommodate any employee who is placed in Light Duty Status by an approved medical person based on restrictions by that person.

Article 13 Section 3
Assignment of Ill or Injured Employees
Item 17

Ill or injured employees will be given any craft assignments based on their medical restrictions.

Article 12 Section 5 C 4
Reassignment
Item 18

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 the final determination.

Article 20
Parking
Item 19

There are currently no available parking spaces at the Jenkintown Post Office. Management will notify the Shop Steward when spaces become available on the Postal Premises.

Article 10
Leave
Item 20
Covered In Item 8
Article 17
Representation
Item 21

A copy of posted notices or communications issued by the employer relating to policy or matters which effect the Letter Carrier Craft will be furnished to the Steward prior to 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 furnishing each other with an agenda.

It is agreed that agenda items for discussion at all Labor Management Meetings will be exchanged by the parties to this Agreement at least three full work days 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 meeting will not be held.

All items agreed to will be in writing and signed by both parties.

Branch 157 will be notified 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.

Stewards and supervisors will be cooperative to the fullest extent in furthering the good of the service and the employer's welfare by keeping employees currently informed or any change 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.

Article 19 M-31 M-41
Handbooks and Manuals
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.

Article 14
Safety & Health
Item 21
Air Conditioning

The hearing and air conditioning will be properly maintained and serviced under OSHA Guidelines.

Article 41
Letter Carrier Craft
Item 21
Inspection of OPF

1. A Letter Carrier will, upon request, have the right to inspect his Official Personnel Folder in the supervisors presence.
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 folder at his expense.

Article 12
Principals of Seniority, Posting & Assignments
Item 21
Seniority Lists

An updated seniority list of all Letter Carriers at this Installation will be posted on employee bulletin board.

Article 41 Section 1
Letter Carrier Craft
Item 21
Posting & Bidding

- A. Letter Carriers applying for an assignment shall make a bid on PS Form 1717 (pink card) and placed in the bid box during the period for which the route is posted. The bid box will be opened in the presence of a Union Representative of Branch 157.
- B. The senior applicant for a vacant assignment will be placed in the assignment within [15] days of the closing of bids, except in December when the successful bidder will be placed on his new assignment on the first work day of January.
- C. 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.
- D. All Full Time Carrier vacancies will be posted for [10] days. In the event Automated Bidding is implemented, all provisions for Automated Bidding will be followed.

Article 41 Section 1 – 5
Letter Carrier Craft
Item 21
Assignments

When there is a change of more than [1] hour in the starting time of a route or a change in a fixed/rotating non-work day, the decision to post or not to post will be made after a conversation between management, the Union and the Carrier involved.

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. If there are multiple routes being covered as holddowns, the Utility will bump the junior person on the string. If there are multiple open routes on the Utilities string, the Utility will select the route they desire to work. This bumping will also happen to a Part Time Flexible or CCA who may be filling in for a vacancy or a holddown. Below is listed the exception to the duration clause and the bumping procedure to be followed;

Article 41 Section 2 B 5

- A. Full time Reserve and Unassigned Carriers who have insufficient work for eight hours bump Part time Flexibles or CCA's on temporary bid assignments.
- B. Full Time Regular Carriers who are called in to work their own route on their non-scheduled day, bump their Utility or T-6 Carriers who 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 a Part Time or CCA holding a temporary bid assignment rather than be reassigned to another delivery unit where there is eight hours of work.
- D. A Reserve or Unassigned Carrier is the successful bidder of a permanent vacant duty assignment.
- E. A Part Time Flexible Carrier or CCA is converted to a permanent route vacancy.
- F. Reserve and Unassigned Carriers bid on permanent route vacancies. Reserve Carriers, by virtue of having craft full time duty 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.

Article 41 Section 2 B 4

Letter Carrier Craft

Item 21

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 for available temporary assignments of five or more days. As successful bidders, they assume the hours of duty and the schedule of work days of the Full Time Carrier whose assignment is being covered.

Section 3 – 0

When a Letter Carrier route or full time assignments, other than the Letter Carrier route(s) or full time duty assignment(s) of the junior employee(s) is abolished at a delivery unit as a result of, but not limited to, route adjustments, highways, housing projects, all routes and full time duty assignments at

that unit held by Letter Carriers who are junior to the Carrier(s) whose route(s) or full time duty assignments was abolished shall be posted for bid in accordance with the posting procedures in the Article.

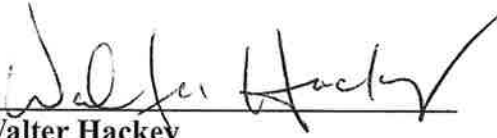
Article 19 M-39
Handbooks & Manuals
Breaks

On July 1 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 in accordance with the National Agreement.


Item 22

Seniority will prevail in all instances concerning this Local Memorandum of Understanding.

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 Jenkintown Post Office.



Walter Hackey
Postmaster
Jenkintown Post Office
Jenkintown, PA
September 6, 2018



Joseph Rodgers
President
Keystone Branch 157, NALC
Philadelphia, PA
September 6, 2018