

**MAY 21, 2023 - MAY 22, 2026**

**LOCAL MEMORANDUM of UNDERSTANDING**

**BETWEEN**

**THE**

**UNITED STATES POSTAL SERVICE**

**AND THE**

**NATIONAL ASSOCIATION OF LETTER CARRIERS**

**(BUXMONT BRANCH 920)**

**\* \* \* \* \***

**THIS AGREEMENT COVERS THE  
LETTER CARRIER CRAFT EMPLOYEES**

**OF**

**NEWTOWN PA 18940**

This Local Memorandum of Understanding enumerates and defines the terms of agreement between the signatories as to the twenty-two items Article 30 provides may be locally negotiated. It is mutually understood that no provision of this Local Memorandum may be inconsistent or in conflict with the National Agreement.

**ITEM # 1: ADDITIONAL OR LONGER WASH-UP PERIODS**

Carriers will be given a two (2) minute wash up at lunchtime and also will be granted a (4) minute wash-up at the end of their tour of duty.

**ITEM # 2: THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF**

All full-time carriers work week will consist of five (5) service days from Saturday through Friday with rotating days off. The rotation will be Sunday-Monday, Sunday-Tuesday, Sunday-Wednesday, Sunday-Thursday, Friday-Saturday-Sunday.

**ITEM # 3: GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.**

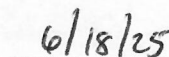
- A. The Postmaster or his designee will determine when there should be a curtailment of postal operations. This determination will be made in conjunction with local authorities for reasons such as hurricanes, tornadoes, blizzards, or other extreme emergency conditions. Employee's health and safety will be considered in any decision made.
- B. When management decides to curtail postal operations for a whole day or part of a day, management will advise the union of its decision and all carrier craft employees will be governed by that decision.
- C. In the event emergency conditions arise on the street, such as extreme temperatures, high winds, heavy snow or icy conditions, carriers may call the supervisor for curtailment, or other instructions.

**ITEM # 4: FORMULATION OF LEAVE PROGRAM**

- A. Supervisors in cooperation with the shop steward will announce to all carriers on January 2 that all vacation selections will begin on February 1 and completed on February 15.
- B. The supervisor will make a calendar with one (1) space for each carrier permitted off for each week of the vacation period. The supervision in cooperation with the shop steward will contact each carrier personally and no carrier will be permitted to select until the carrier senior to him/her has selected. Starting with the senior carrier (installation seniority) he/she will fill in the periods of vacation until all have made their selection.
- C. Carriers will have to select vacation within twenty-four (24) hours after approached by supervisor or steward. Failure to select vacation within twenty-four (24) hours **forfeits**

  
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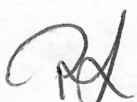
  
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carriers right to a choice vacation period until all other carriers have had an opportunity to choose.

- D. After all the carriers have made their selections, carriers can pick additional choice vacation time according to installation seniority.
- E. When a vacation period is cancelled in choice, the new opening shall be announced and posted for (1) week (if time permits) and shall be filled by the senior bidder. Vacation cancelled in choice must be in whole week increments, leave other than choice may be cancelled in days and weeks, except in deer season vacation may be returned in day increments.
- F. Carriers must not be called in to work on annual leave.
- G. Maternity leave will be granted in accordance with the Employee Labor Relations Manual (ELM).
- H. Bereavement leave which will be annual leave unless sick leave is used (accompanied with a doctor's note of disability) will be granted on a reasonable basis.
- I. Annual leave will be granted in days, hours, or minutes.
- J. Military leave shall not count as part of carrier's selection for choice vacation period, said carrier will be given another pick if it coincides with their choice pick. It will not count against the % allowed off in choice for the office.
- K. Blood leave will be administered as directed in the ELM manual
- L. Union steward will advise management of the date and the name of the one (1) carrier union representative who will be attending either state or national conventions prior to February 1<sup>st</sup> of each year of this contract. Based on the needs of the service management will attempt to allow another off.
- M. Leave other than prime will be granted at the rate of 13% of the total carrier workforce (including PTS's and CCA's) at the Newtown postal installation
- N. In those instances where computing the % does not result in a whole number and the fractional result is .50 or higher, the next whole number shall be considered the correct number of carriers to be granted annual leave.
- O. Failure of supervisor or management to take action on PS Form 3971 within forty-eight (48) hours will constitute an automatic approval of said leave.
- P. After all carriers have chosen weeks and days in both choice and non-choice vacation time, CCA's will then make their selections. Granting leave for CCA's must be contingent upon the employee having a sufficient leave balance when the leave is taken. After CCA's make their selections, leave of less than eight (8) hours can be taken on a first come, first serve basis. All PS Form 3971's must be submitted by 4:00 PM on the date of the request, with a time clock ring on the PS Form 3971. **PLEASE NOTE!!** When leave of less than eight (8) hours is submitted at the same time as a full eight (8) hours, the carrier requesting the

  
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eight (8) hours will have **preference**. When leave of less than eight (8) hours is applied for by more than one (1) carrier, then seniority/relative standing will prevail.

**ITEM # 5: THE DURATION OF THE CHOICE VACATION PERIOD (S).**

A. The duration for the prime-time vacation at the Newtown Post Office:

1. The week that contains the last Monday in April to the week that contains the first Sunday in November.
2. The first Monday following Thanksgiving until the end of the Pennsylvania antlered deer season.
3. The week that contains Christmas Day and the week that contains New Year's Day.

**ITEM # 6: THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.**

All vacations will begin on Monday and end at Sunday midnight.

**ITEM # 7: WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.**

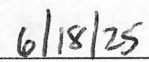
Carriers eligible for three (3) weeks may take those weeks consecutively or with two (2) selections (eg., one week, then two weeks, or two weeks and then one week). Carriers eligible for two (2) weeks may take their weeks consecutively, if available, or one week at a time.

**ITEM # 8: WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.**

- A. Jury duty shall not be considered as part of % of carriers off during the choice vacation period.
- B. One (1) carrier attending a state or national convention during the choice vacation period shall not be counted in the number of carriers allowed off during choice, nor shall he/she be charge as making a bid.
- C. Letter carriers called for jury duty for a period of more than one (1) day are eligible to pick other open selection.

  
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**ITEM # 9: DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.**

- A. The number of carriers (including PTF's and CCA's) who shall receive leave each week during the choice vacation period shall be 17%. (IMPASSED TO TAKE CCA'S OUT OF %).
- B. In those instances where computing the % does not result in a whole number, and where the fractional result is 0.50 or higher the next whole number shall be considered the correct number of carriers to be granted annual leave.

**ITEM # 10: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE**

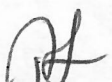
- A. A Copy of the PS Form 3971 will be returned to the carrier and also the shop steward will receive a copy of the PS Form 3971.
- B. The vacation schedule as approved will be posted on the bulletin board (calendar form) and kept updated by management or the local steward.

**ITEM # 11: DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.**

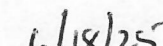
A notice will be posted on the bulletin board by October 1 of each year notifying all carriers of the beginning of the new leave year.

**ITEM # 12: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.**

- A. 13% of the letter carrier force (including CCA's and PTF's) will be granted annual leave at the same time. A fraction of 0.50 or higher will result rounding to the next higher number and thus resulting in the number of carriers permitted off. A higher % may be given leave at management's discretion. (IMPASSED TO TAKE CCA'S OUT OF %).
- B. Request for annual leave will be in triplicate and management will have forty-eight (48) hours to approve or disapprove. All disapprovals must have explanation as stated on PS Form 3971. If action is not taken within forty-eight (48) hours PS Form 3971 will be considered automatically approved.
- C. When PS Form 3971 is given to management the employee must have any manager sign and date the PS Form 3971 to start the forty-eight (48) hour clock.
- D. Starting February 16 carriers will be individually approached to select leave by seniority. Weeks take precedence over days, and days take precedence over hours. After all whole weeks are picked carriers can pick remaining days by seniority.

  
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- E. Duration of annual leave other than choice vacation period is as follows: The week that contains the first Monday in November to the week that contains the last Sunday in April.
- F. Daily leave must be submitted on PS Form 3971 prior to 9:00 AM, and may be granted on a first come, first serve basis. In the event of a tie, seniority "will prevail", etc.

**ITEM # 13: THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.**

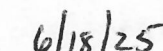
- A. Management shall select carriers to work on holidays in the following manner:
  - 1. CCA's (and any other non-career employees)
  - 2. Part-time flexible (PTF's)
  - 3. Full-time regulars who volunteer to work on their non-scheduled day, by seniority.
  - 4. Full-time regulars who volunteer to work their holiday by seniority.
  - 5. Full-time regulars who did not volunteer to work on their non-scheduled day, by inverse seniority on a rotating basis.
  - 6. All other non-volunteer regulars by inverse seniority on a rotating basis.
  - 7. No carrier will be forced to work his or her holiday due to casuals or PTF's working in another craft (unless the casuals are clerk casuals).
- B. If after the posting period, a need develops for additional or replacement employees, these employees shall be selected according to the same method above.

**ITEM # 14: WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.**

- A. Employee desiring to work overtime shall place their names on either the "OVERTIME DESIRED" lists or the "WORK ASSIGNMENT" list during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list(s) until such time as they remove their names from the list(s). Employees may switch from one list to the other during the two weeks prior to the start of the calendar quarter, and the change will be effective beginning that new calendar quarter.
- B. In order to better understand the Articles in the National and local agreements pertaining to overtime, the following interpretations will be mutually agreed upon:
  - 1. Regular full-time carriers whose names are not on the Overtime Desired Lists (O.D.L.) will not be required to work overtime unless all carriers on the list and all part-time flexible carriers and qualified casuals who are not on leave are utilized to the maximum.
  - 2. If a regular full-time carrier not on the O.D.L. is required to work due to insufficient qualified carrier's availability, it will be on a rotating basis through the

  
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- life of this agreement, with the junior carrier being assigned first. A record of time worked will be kept along with the overtime worked and offered.
3. Regular full-time carriers whose names are not on the O.D.L. will not be permitted to work overtime until all carriers on the list and all part-time flexible carriers are afforded the opportunity to work. The exception to the above would be a carrier working his/her route on a regular scheduled day.
  4. A regular full-time carrier on the O.D.L. cannot refuse to work overtime. Exception to the above can be made under the provision of Article 8.5E of the National Agreement. ("If requested by the employee may be approved by local management in exceptional cases based on equity", eg. Anniversaries, birthdays, illness, deaths.)
  5. The O.D.L. shall be kept up-to-date on the AP basis.
  6. Full-time regular carriers not on the list will not be forced to work overtime due to a PTF or carrier casual working in another craft.
  7. After the ODL has been posted for two (2) weeks, a copy will be given to the steward when requested.
  8. Carriers requesting to remove their names from the ODL or WORK ASSIGNMENT list will submit their request in writing, and will be subject to the provisions under the M.O.U. between USPS and the NALC regarding overtime.
  9. When the ODL is posted the two (2) weeks prior to the start of the quarter, carriers that will be on leave during that (2) week period will submit in writing their request to sign the ODL or WORK ASSIGNMENT list. A copy of the request will be given to the steward.
  10. In the event that the carrier is out sick during the two (2) weeks of posting, he or she will contact both management and the steward as to their preference regarding the signing of the OT lists.
  11. Carriers on the ODL will fill out the PS Form 3996 in duplicate, showing the amount of overtime hours, and the assignment worked, when management schedules them for overtime.

**ITEM # 15: THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.**

Management to provide those light duty assignments as available that are consistent with the needs of the service.



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**ITEM # 16: THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.**

The light duty employee's tour hours, work locations, and basis work week shall be those of the light duty assignment and the needs of the service whether or not the same as for the employee's previous duty assignment.

**ITEM # 17: THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.**

Light duty assignments will be consistent with medical report of authorized medical doctors, such as office work, casing mail, labeling carrier cases, rewriting carrier removals or as directed by a manager.

**ITEM # 18: THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.**

All carriers within our installation (Newtown Post Office) shall comprise a section.

**ITEM # 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.**

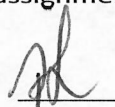
Parking spaces will be on a first come basis.

**ITEM # 20: THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.**

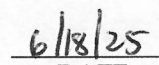
Annual leave to attend union activities will be granted to one carrier and it will not be of the % allowed off.

**ITEM # 21: THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.**

- A. Carriers will take both ten (10) minute breaks on street time. Routers will be on office time, except when carrying mail.
- B. When letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s) is abolished at a delivery unit as the result of, but not limited, to route adjustments, highways, housing projects, all routes and full-time duty assignments at the unit held by letter carriers who are junior to the

  
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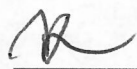


carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this article.

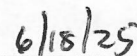
- C. When there is a change in starting time of one (1) or more hours, it will be at the carrier's option to post the route.

**ITEM # 22: LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.**

- A. Notice inviting bids for letter carrier adjustments to which a letter carrier is entitled to bid shall be posted on the official bulletin board for ten (10) days. Copies of the notice shall be given to the local union and copies shall also be sent to carriers who are expected to be absent through the bidding period to their last known address.
- B. Carriers are granted a period of five (5) days for retreat rights.
- C. Bumping of a carrier technician:
1. When a full-time regular carrier is called into work on their N/S day, he or she will work their bid assignment along with the corresponding start time. The carrier technician scheduled to work the route that day will work another route on their string that is vacant.
  2. In the event there is more than one vacant assignment on the carrier technician's string, the carrier technician whose string it is will have first choice of the bid assignments.
  3. If no vacancies exist on the carrier technician's string, then the carrier technician will have their choice of any bid (full time regular) assignment that is not being held down by another employee who exercised their seniority to work the assignment. (A carrier technician may bump another employee that has been assigned to a bid (full-time regular) assignment of a daily schedule.)
  4. If no vacancy exists, the carrier technician will be assigned by management where needed.
  5. When a carrier technician is bumped, he or she will report at their normally scheduled time according to their posting.
  6. When more than one (1) carrier technician is bumped on any given day, and the bid (full-time regular) assignments are not on either of their carrier technician's strings, then the carrier technician with installation seniority will have first choice of the bid (full-time regular) assignments. If one (1) or more carrier technician is bumped and only (1) full-time regular assignment is available, then the carrier technician with the seniority will work the assignment.
  7. When a PTF/CCA carrier is holding down a bid (full-time regular) assignment, and he or she is called into work on their non-scheduled day, he or she will not bump a

  
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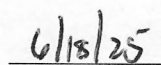
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PTF/CCA carrier that is holding down the carrier technician assignment and is schedule to do that assignment on that day.

8. All provisions under 22.C will also pertain to the holiday schedule.
- b. Posting of temporarily vacant duty assignments of five (5) days or more.
  1. Management will post all temporarily vacant full time craft duty assignments of anticipated duration of five (5) days or more. (The vacation calendar will serve as the posting.)
  2. Full time reserve, unassigned regulars, and part-time flexible carriers, may indicate their preference (seniority) for such assignments, until 24 hours before an assignment begins.
  3. Twenty-four (24) hours before the assignment begins, the senior carrier having indicated his or her preference, shall be notified that he or she is awarded the assignment.
  4. In the event that an employee (as described in 22.D.2.) is on leave prior to an assignment becoming available, he or she will indicate their preference in writing (triplicate) and submit it to both management and the steward and retain a copy for themselves.
  5. When an assignment becomes available and no employee indicates their preference, management shall assign the assignment.

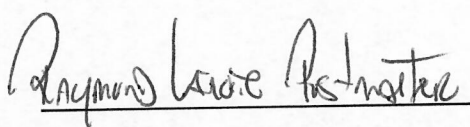
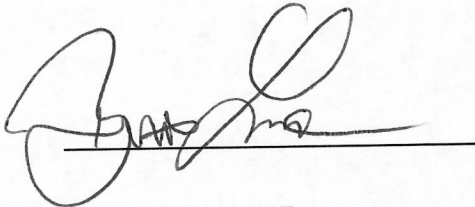
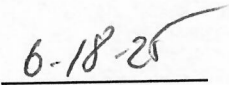
  
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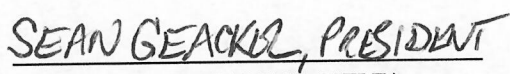
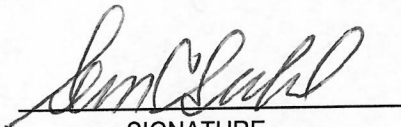
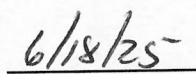
  
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**THE NEWTOWN STATION'S  
MUTUAL AGREEMENT CONTAINED ON PAGES ONE  
THROUGH ELEVEN OF THIS LMOU SHALL BE IN FULL  
FORCE AND EFFECT UNTIL MIDNIGHT MAY 22, 2026,  
UNLESS EXTENDED BY AGREEMENT BETWEEN THE  
PARTIES AT THE NATIONAL LEVEL. THE TERMS OF THIS  
LMOU ARE SUBJECT TO THE GRIEVANCE PROCEDURE AS  
CONTAINED IN THE NATIONAL AGREEMENT.**

*For the United States Postal Service:*

		
( TYPE NAME, TITLE )	SIGNATURE	DATE

*For the National Association of Letter Carriers:*

		
( TYPE NAME, TITLE )	SIGNATURE	DATE