

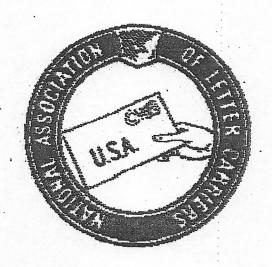
# AGREEMENT BETWEEN

# THE UNITED STATES POSTAL SERVICE

NORRISTOWN, PA 19401

AND THE

NATIONAL ASSOCIATION OF LETTER CARRIERS BRANCH 542



#### RECOGNITION

All Officers, Stewards and Members of NALC Branch 542, 725, 920 and 4317 shall be afforded respect, dignity and courtesy from all levels of Management. Management will be afforded the same from all Officers, Stewards and Members of NALC Branch 542, 725, 920 and 4317.

### Item 1: Additional or Longer wash-up periods

Management will provide reasonable A.M and P.M. wash-up times.

# Item 2: The Establishment of a Regular Work Week of Five days with either fixed or Rotating Days Off

Full Time Regular carriers in the Norristown Installation shall be on a rotating days off schedule unless otherwise agreed upon by the Postmaster and Branch President or their designees.

# Item 3: Guidelines for the Curtailment of Postal operations

The decision for the curtailment or termination of operations will conform to the orders of local authority or as local conditions warrant due to emergency conditions and shall be made by the installation head and communicated to the Union President/designee. When the decision has been reached to curtail Postal Operations, to the extent possible, Management will notify and seek the cooperation of local radio stations and television stations to notify employees. The safety of each individual carrier will be paramount.

Consideration for leave will be granted on an individual basis as a result of snow emergency, extreme weather conditions, or "Act of God" etc. No Letter Carrier will be required or permitted to deliver mail in a disorder or catastrophe area until such time as local authorities announce that order has been restored.

# Item 4: Formulation of Local Leave Program

The pursued objective is to grant annual leave whenever possible, as desired by the employee at their request throughout the year. Employees will be permitted to accumulate annual leave to suit their own convenience up to the limit prescribed by the National Agreement. Each office and/or individual unit within an office will maintain leave book/calendar which will be made accessible to the carriers. In addition, the calendar will be posted indicating those with leave approved.

Employees requesting Emergency Annual Leave must make a request to the supervisor stating the nature of the emergency and how long it is expected to last.

Leave will be granted to eight (8) Officers and/or representatives to attend seminars or other functions of the National Association of Letter Carriers. Such leave will not be charged against the compliment. Fourteen days notice will be given whenever possible.

Requests for unprogrammed Annual Leave must be submitted at least ten (10) days in advance of time requested in order for Form 3971s return either approved/disapproved at least seventy-two hours prior to leave time requested.

Supervisor initialed Form 3971 not returned seventy-two hours prior, will be considered approved. Supervisor will initial Form 3971 as received upon presentation. Copy of Form 3971 will be returned to the employee and to the union. Form 3971s submitted within seventy-two (72) hour period are not included in this ruling.

There will be no exchanging of annual Leave except as defined elsewhere in this agreement.

Cancellation of approved choice vacation selection must be on form 3971 in triplicate, one copy will go to NALC designee in each unit and one copy to management.

Cancelled leave of full week increments will be reposted. Cancellation must be no later than two weeks (14 days) prior to scheduled starting date. Cancellation must be on form 3971 in triplicate, with copies going to the employee, the NALC unit designee, and management. Bidding for reposted leave is restricted to employees junior to the last successful bidder of said week. It is understood that leave cancelled, reposted, and awarded will not cause employee to exceed his/her entitlement under Article 10 Section 3, D1 and 2 of the National Agreement. If it is not taken by a junior employee then it will be made available by seniority as provided for in other sections of this Agreement (LMOU).

During the choice period requests for leave will be done in each unit, by seniority. The schedule for selection of the choice period will be posted in each office by November 1 of the preceding year. Selection will start January 5 and must be completed by January 31.

The total letter carrier workforce (including Part Time Flexibles and 50% of all non-probationary City Carrier Assistants) 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% in each unit. Percentages will be determined by the total letter carrier workforce (including Part Time Flexibles and 50% of all non-probationary City Carrier Assistants) on the rolls as of January 4 of each year. Figures of .5 or higher will be rounded to the next highest number.

In the Tri-County office City Carrier Assistants will be divided equally among the three units when computing total letter carrier workforce. Percentages of more than .5 will be rounded to the next highest number.

A representative from each unit of the Norristown Installation selected by Branch 542 will, in conjunction with management, post the successful bidders for the choice period. A reasonable amount of time daily not to exceed one (1) hour will be allotted to the Branch representative to complete the choice vacation period.

Once the number of carriers off on annual leave each week is determined, the NALC designee from each unit in conjunction with management will make a chart/calendar with one space for each carrier permitted off for each week of the vacation period in their respective units. Starting with the senior carrier (city seniority) in the unit, the Branch representative in conjunction with management will contact each individual carrier. No eligible carrier will be permitted to select until the carrier senior to them has selected. Senior carriers not prepared to select when contacted will be by-passed until the next morning. In the event they are still not prepared to select, then the selection process will proceed.

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.

Leave slips submitted in triplicate will be signed by the supervisor approving the selected vacations as the carriers make their selections. A copy of the approved slip will be returned to the carrier as soon as possible but no later than fourteen (14) days from its submission to management.

Employees on military leave shall not have such leave charged as choice is said leave occurs during the choice period.

### Item 4A: Transfers

Carriers transferring from one unit to another will be granted their approved vacation leave as previously chosen in the unit from which they transferred. This will be done at no loss to the carriers in the section which they transfer to.

### Item 4B: Exchanges of Vacation

Exchanges of annual leave selections will be permitted only after all carriers between the exchanges in the unit have been offered said selections.

## Item 4C: Religious Days

Religious Days. The practice of excusing employees on all religious holidays and other special occasions to the fullest extent possible will be continued.

#### Item 4D: Blood Leave

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 a reasonable amount of time of Administrative Leave. Consideration for the amount of administrative leave to be granted will include the travel time to, the donation of blood, recuperation time and the travel back. This provision will be handled in accordance with the short time annual leave provisions on the Local Memorandum of Understanding. Annual Leave will take precedence over Blood Leave. Blood Leave will be granted within the allowable percentage by seniority. Carriers not able to donate blood for any reason will be granted travel time to and from their unit or section.

#### Item 4E: Short Term Annual Leave

Short Term Annual Leave outside of Prime Time selection period, January 5 through January 31 and the regular scheduled Non-Prime Time selection period(s), August 1 through August 7 and December 1 through December 7 are as follows:

- 1. Request(s) for annual leave submitted a minimum of three (3) days of the leave request will be approved based on the percentage of carriers permitted off at each unit during either the non-prime time periods or choice vacation period. Approval/disapproval must be made within twenty-four (24) hours.
- 2. Leave request(s) not submitted a minimum of three (3) days in advance will be approved/disapproved within twenty-four hours.

- 3. Leave request(s) submitted on the day preceding the requested leave will be approved/disapproved as soon as possible but no later than the carrier's end of tour.
- 4. Same day short term requests will be approved/disapproved within two (2) hours of submission or as soon as possible.

All short term leave requests will be approved on a first come, first served basis, except where requests are submitted at the same time, at which seniority will prevail.

Approval/disapproval for category #1 will be based solely on the allowable percentage (%) as provided during the various periods (non-prime time periods and prime time).

No automatic "Untimely Submission" or automatic "service needs" as a reason(s). Approval/disapproval for categories #2, #3, and #4 may be based on service needs. The reason must be defined as to what service needs; 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.

#### Item 5: Choice Vacation Period will Extend From

The choice vacation period will be from the Sunday before the week of the Memorial day Holiday through the first full week of October, through the following Sunday.

# Item 6: The Determination of the Beginning Day of an Employees Vacation

All vacations will begin on Sunday and run through the following Sunday.

# Item 7: Whether Employees At their Option May Request two Selections During the Choice Vacation Period, In Units of Five (5) or Ten (10) Days

Employees who earn twenty (20) to twenty-six (26) days Annual Leave per year shall be granted up to fifteen (15) days of continuous Annual Leave during the choice vacation period. The number of days of Annual leave not to exceed fifteen (15) shall be at the option of the employee. The employee shall have the option of selecting their vacation periods in one (10 or two (2) units in accordance with Article 10.3D of the National Agreement. Employees who earn up to thirteen days (13) days of Annual Leave per year shall at their option select one (1) or two (2) units of prime vacation time.

# Item 8: Whether Jury Duty and Attendance at National or State Conventions Shall be Charged to the Choice Period

Jury Duty will not be charged as a choice during choice period.

NALC Officers attending State or National Conventions during the choice period will not have leave charged as a choice during said period. In lieu of any resident Officer not being able to attend said conventions, the Branch may designate an alternate delegate with the same provisions being adhered to. Leave will not be counted against the complement in such period. If after the posting of approved annual leave a cancellation or cancellations of leave for the same period occurs the NALC Officer or Officers that are approved for leave over and above the allotted number of Carriers will be slotted and moved into the cancelled period(s).

# Item 9: Determination of the Maximum Number of Employees Who Shall Receive Leave Each week During the Choice Vacation Period.

In the Norristown Installation, 15% of the total letter carrier workforce (including Part Time Flexibles and City Carrier Assistants) of each unit as of January 4 or the day prior to the beginning of the choice selection period which begins January 5 of each year, shall be allowed off during each week of the choice vacation period. In those instances where computing the 15% does not result in a whole number, and the fractional result is .5 or higher, the next whole number shall be considered the correct figure, e.g. 2.5 and above would become 3 employees.

# Item 10: The Issuance of Official Notices to each Employee of the Vacation Schedule Approved for Such Employee

A list showing the choice vacation periods, with the name of the employee, showing the approved period or periods, shall be posted at each delivery unit no later than February 1 each year. This posting will constitute official notice. A copy will be given to each union representative at each unit.

# Item 11: Determination of the date and Means of Notifying Employees of the Beginning of the New Leave Year

The Employer will post on all bulletin boards prior to November 1 each year, the beginning date of the new leave year.

# Item 12: The Procedure for Submission of Applications for Annual Leave During Other than the Choice Vacation Period

#### **Non-Prime Time Periods**

On November 30 and July 31 of each year, each unit will determine the total letter carrier workforce (including Part Time Flexibles and 50% of all non-probationary City Carrier Assistants). Nine (9) percent (%) of the total letter carrier workforce (including Part Time Flexibles and 50% of all non-probationary City Carrier Assistants) in each unit will be permitted annual leave consistent with the following guidelines.

a. Percentages of more than .5 will be rounded off to the next highest number.

b. In the Tri-County City Carrier Assistants will be divided equally among the units when computing total letter carrier workforce. Percentages of more than .5 will be rounded to the next highest number.

A representative from each unit of the Norristown Installation selected by Branch 542, 725, 920 and 4317 in their respective units will, in conjunction with management, post the successful bidders for the other than choice period. A reasonable time daily not to exceed one (1) hour will be allotted to the Branch representative to complete the other than choice period sign-up.

Selections for these periods are by seniority.

Any day not filled leave will be approved on a first come first served basis except where leave requests are submitted on the same date at which time seniority will prevail.

On December 1 through December 15 of each year, carriers will select for the period of January 1 to the beginning of prime-time.

On August 1 through 15 of each year, carriers will select for the period covering the end of prime-time to December 31.

For these periods all leave slips will be returned as soon as possible but no later than fourteen (14) days after submission to management.

The following Non-Prime weeks (Easter Week, Opening Week of Fishing, Opening week of Deer Season, & Christmas Week) 15% of the total letter carrier workforce (including Part Time Flexibles and 50% of all non-probationary City Carrier Assistants) will be granted off using the same procedures as outlined in the Non-Prime Time Leave provisions of this Local Agreement and the Short Time Leave Provisions. On Thanksgiving, commencing on the Friday after Thanksgiving through Sunday (running ten (10) days, the percentage will be fifteen (15) percent (%). Christmas week will be defined as December 26 through December 31 no matter how the days fall.

### Item 13: The Method of Selecting Employees to Work on a Holiday

- 1. All CCA'S
- 2. All Part Time Flexibles
- 3. Full Time Regular Volunteers on their Holiday, Designated Holiday or non-scheduled day by seniority.
- 4. Full time Regular non volunteers on their Holiday, Designated Holiday, or non scheduled day by reverse seniority.

# Item 14: Whether Overtime Desired Lists in Article 8 Shall be by Unit

Posting Sign-Up for "Overtime Desired" List (ODL) and "Work Assignment" List (WAL)

## **Overtime Desired List by Unit/Tour**

The following will be considered separate Units with separate ODL's within the Norristown Installation:

- 1. Eagleville
- 2. King of Prussia and Bridgeport
- 3. Wayne and Villanova
- 4. Paoli, Berwyn and Devon
- 5. Phoenixville
- 6. Bryn Mawr and Gladwyne
- 7. West Chester

Two weeks Prior to the start of each calendar quarter, management will post the appropriate sign-up lists by the time clock.

Each full-time regular carrier may designate whether they wish to be on the ODL or WAL.

Full-time regulars may switch from one list to the other during the two (2) weeks prior to the start of each calendar quarter.

Carriers remain on either list (ODL/WAL) until they officially remove their name. This must be done in writing and will be effective the next day or after the disputed overtime is worked. Carriers are permitted to remove their names from the ODL as cited and be placed on the WAL during the quarter.

A copy of the ODL and WAL will be provided to the Steward at the beginning of each quarter.

#### **Calendar Quarters**

First Quarter January, February, March

Second Quarter April, May, June

Third Quarter July, August, September

Fourth Quarter October, November, December

Any Employee may request to be excused from working overtime. All such requests will be given individual consideration. When good and sufficient reason is given, every effort will be made to excuse said employee. Such excused opportunity will be considered an opportunity for equalization purposes and included on the Overtime Desired List. Employees who are required to work overtime can call home when and whenever possible. Full Time employees called in ahead of their regular starting time will not have their work schedule involuntarily curtailed.

Carriers absent during the sign-up period for the Overtime Desired and/or the Work Assignment List will be permitted to place their name on either list on the day they return to duty.

A carrier transferred into a new duty station will be given an opportunity to place their name on the ODL or WAL on the first day they report to the station. Equalization from that date of sign up.

Item 15: The Determination of Light Duty Assignments Within Each Craft or Occupational Group To Be Reserved for Temporary or Permanent Light Duty Assignments.

Management and the Union will make every reasonable attempt to provide light duty assignments to Full Time Regular or Part Time Flexible employees, who through illness or injury are unable to perform their regularly assigned duties. All aspects of Article 13 will be strictly adhered to.

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.

Same as Item 15

Under no circumstances shall any light duty assignments affect any Full Time Regular employee without the explicit written consent of the affected employee, Branch President/Designee and the Postmaster/Designee.

Item 17: Light Duty

A light duty assignment is any assignment within the medical restrictions of an employee who is incapable of performing his/her normal duties as a result of illness or injury.

Light duty assignments may include, but not limited to:

Marking up forward-able mail Labeling cases Vehicle Shuttle Assisting routes by setting up mail
Rewriting carrier route books
Delivering Express mail and priority packages within medical limitations
Labeling inside of apartment and cluster boxes
Transporting employees and/or mail to delivery routes, etc.
Other duties assigned by Supervisor within employee's medical restrictions

Light duty will be installation wide. A Carrier will perform his/her light duty in his/her scheduled office. If there is no light duty available in his/her office, he/she will be allowed to perform his/her light duties In the other units, if work is available. Every effort will be made for carriers on light duty to maintain their regularly scheduled reporting time.

Item 18: The Identification of Assignments Comprising A Unit, When it is Proposed to Reassign Within an Installation, Employees Excess to the needs of a Section.

The installation is the Norristown Post Office. This is comprised of Eagleville, King of Prussia/Bridgeport, Wayne/Villanova, Paoli/Berwyn/Devon, Phoenixville, Bryn Mawr/Gladwyne, and West Chester. Each is considered a separate unit within the installation.

Reassignment of excess carriers within the Carrier craft will be done by reverse seniority within the installation. When a carrier or carriers are excessed from a unit they will be returned to that unit when a residual vacancy occurs, provided they submit a bid when notified of the vacancy. Failure to bid for the first available vacancy will end such retreat rights. In the event of a change such as, but not limited to, the combining of two (2) or more sections or units or the splitting of a section or unit, the NALC, Management, and the Carriers affected will review and discuss the changes and the method of Posting and bidding of the assignments affected by the changes.

# Item 19: The Assignment of Employees Parking Spaces

The Postal Service will make a concerted effort to provide parking where available, including parking spaces now provided in the Norristown Installation and it's units.

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.

NALC Officers will be granted leave to attend Union activities during the choice vacation period. Said leave will not be counted against the complement nor will it be charged as a choice during said period. In lieu of any resident Officer not being able to attend said activities the Branch may designate an alternate delegate with the same provisions being adhered to. If after the posting of approved annual leave a cancellation or cancellations of leave for same said period the NALC Officer or Officers that are approved for leave over and above the allotted number of carriers off will be slotted and moved into the cancelled period(s).

Item 21: Those other Items which are Subject to Local Negotiations as provided in the Craft Provisions of this Agreement

Article 41, section 1, Number 5 - Posting

Letter carrier assignments shall be reposted when there is a change in the starting time of more than

one (1) hour.

### **Route Adjustments**

If as a result of a route adjustment or other route changes or adjustments, a route is changed more than 50% of the route, the carrier will have the option to consider the assignment abolished by invoking Article 41.3.0

## **Letters of Warning**

Management will present to the concerned Carrier duplicate copies of all Letters of Warning/Corrective Action and proposed adverse action. The language "a duplicate copy of this Letter is attached so you may present it to your Union Representative" will be included in all said actions, Letters of Warning/Corrective Action.

### **Hold Out**

A hold out will be provided in all offices and branches for correspondence addressed to Union Officials.

### Form Rack

A rack for Carrier forms will be provided in all branches.

### **Telephone**

Officials of Branch 542, 725, 920 and 4317 will be permitted to use the telephones for Union Business. Any toll charges for such calls will be paid by the corresponding NALC Branch.

### **Public Address System**

Union officials will, upon request and subject to business conditions, be granted permission to make announcements using the public address system. If there is an extreme emergency, after consultation with Management, Union Officials will be allowed use of the system for the announcement.

## **Labor-Management Meetings**

Joint Labor Management meetings will be scheduled quarterly. The National Association of Letter Carriers is entitled to one (1) representative of its own choosing from each separate unit on the clock, provided time spent in meeting is part of employee's scheduled work day.

The total number of representatives will be limited to one from each unit. Any additions to this total must be agreed to by both parties. Agenda items must be exchanged no later than one (1) week prior to the meeting.

Items discussed at Labor Management Meetings concerning other Crafts will be addressed in a special meeting with the Officers of the Crafts involved and management.

#### Dates of Labor Management Meeting(s)

Christmas and First quarter

First Tuesday in November

Second Quarter Third Quarter Fourth Quarter First Tuesday in March First Tuesday in May First Tuesday in August

#### Uniforms

Letter Carriers, while on duty, shall wear the official uniforms as designated by the U.S Postal Service.

Winter attire will be worn during the months of January and February.

Summer Attire shall be worn during the months of June, July, August, and September.

Carriers will have the option of wearing either summer or winter attire during the months of March, April, May, October, November and December.

## **Bidding**

Bidding on carrier routes will be on an installation wide basis.

Item 22: Local Implementation Relating to Seniority, Reassignment, and Posting, etc.

## **Posting of Hold-downs**

Installation wide, Management will post all temporarily vacant Full Time Craft duty assignments of anticipated duration of five (5) days or more. Temporary vacancies of five (5) days or more will be posted for (5) working days in each unit or section. All eligible Carriers may indicate their preferences for such duty assignments until seventy-two (72) hours before an assignment commences. Seventy-two (72) hours before an assignment commences the senior carrier having indicated his/her preference shall be notified he/she is awarded to the assignment.

The above shall not apply where assignments become available upon less than seventy-two (72) hours notice. In such circumstances, Management shall inquire as to the preference of each employee and award the assignment to the senior employee who indicates a preference.

# **Regular Reporting on Non-Scheduled Day**

Full Time regular carriers scheduled/called in to work on their non-scheduled day will work on their own route provided there is a vacant or open assignment on the T-6 Utility Carriers string. The T-6 or Utility Carriers will bump a reserve, Unassigned Router, Unassigned Regular, Part Time Flexible or CCA holding a temporary bid assignment on any of the other route on the Utility or T-6 swing. The T-6 may not bump someone on a hold down if there is an open route on their swing. If there is no opening within the swing, The Regular Carrier scheduled/called in will work whatever is available using their seniority.

## Article 12 Seniority Lists

Separate seniority lists will be posted and kept current in all units or sections. Copies of the seniority lists will be furnished to the NALC and shall be updated during the months of July and January of each year.

## City Seniority - Installation Wide

City seniority is based on the carrier's length of service as a Career Carrier commencing with the date of their appointment as such or the date of reinstatement/transfer into the Norristown Installation.

#### PTF and CCA Station Selection

When a part time flexible or CCA is converted to regular status, they will select an office or section vacancy using their seniority if more than one (1) is available.

#### **Transfers**

All regular and part time flexible transfers shall be determined by installation wide seniority. All requests for transfers must be submitted in writing on an approved form. Forms will be provided by management at each office. After completing the form, it must be turned in to the station manager or supervisor. They will bump it with the station bumper, initial and provide the employee with a photocopy. It will then be forwarded to the Postmaster's Office. Transfer requests for all Regular and part Time Flexible Carriers will be honored whenever permanent vacancies or the hiring of new personnel occurs.

The following is a list of all the factors that must be taken into account before a change order can take effect:

- 1. Promotions of any kind
- 2. Deaths
- 3. Transfers
- 4. Transfers leaving Norristown Installation
- 5. Hiring of new personnel
- 6. Retirements
- 7. Shop Stewards who are remaining in the station they were elected or appointed in.

PTF transfer requests from one office to another will be granted in compliance with this local agreement.

# Authorization of Annual Leave for City Carrier Assistants (CCA) Employees

After all career carrier employees have made their selections in the prime time/non-prime time selection process, City Carrier Assistants will be able to select remaining weeks and/or available slots in order of their relative standing. When a CCA is approved for any annual leave they must have a leave balance sufficient enough to cover the leave at the start of the week that was requested.

# **Local Implementation of Article 41.3.0**

NALC Branch 542, 725, 920 and 4317 request that Article 41.3.O be incorporated into the local contract.

The following provisions shall be made a part of a local agreement when requested by the Local Branch of the NALC during the period of local implementation, provided, however, that the Local Branch may on a one time basis during the life of this agreement elect to delete this provision from its local agreement.

"When a letter Carrier Route or Full Time Duty assignment, other than the Letter Carrier's route or Full Time duty assignment of the junior employee(s) is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all route(s) and Full Time duty assignment(s) at that unit held by Letter Carriers who are junior to the Carrier(s) whose route(s) or

Full Time Duty Assignment(s) was abolished shall be posted for bid in accordance with the posting procedure in this Article."

That provision may, at the local NALC Branches request during local implementation, be made applicable (including the right to delete it) to selected delivery units within an installation. For purposes of applying that provision, a delivery unit shall be a Postal Station, Branch, or Zip Code Area. Any Letter Carrier in a higher level Craft position who loses his/her assignment due solely to the implementation of that provision shall be entitled to the protected salary provision (Article 9, Section 7) of the National Agreement.

# **Memorandum of Understanding**

This memorandum of understanding is entered into on March 28, 2025 between the representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers Branch 542 pursuant to the local implementation provisions of the 2019 National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight May 20, 2023, unless extended by agreements between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.

**Brian Thompson, NBA** 

3/26/25

Region 12, NALC

**Cody Bennett, Contract Compliance Specialist** 

**Field Labor Relations Support, USPS**