



**2015-2018
LOCAL MEMORANDUM OF UNDERSTANDING**

Between the

UNITED STATES POSTAL SERVICE

LEVITTOWN POST OFFICE

and the

AMERICAN POSTAL WORKERS UNION, AFL-CIO,

PHILADELPHIA BULK MAIL CENTER, LOCAL # 7048



This Memorandum of Understanding is entered into at the Levittown Post Office between the Representatives of the United States Postal Service and the APWU Local #7048 of the American Postal Workers Union (AFL-CIO) pursuant to the Local Implementation Provision (Article 30) of the 2015-2018 National Agreement. The effective date of this MOU will be May 21st 2015.

ITEM 1

ADDITIONAL OR LONGER WASH UP PERIODS

Employees will be granted reasonable time to wash up after performing their duties.

ITEM 2

THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

The regular clerk employees will have either fixed or rotating drop days as provided in their job assignment. Maintenance Craft Employees will have fixed drop days which as far as practicable will be consecutive days. Management will consult with the Union on any new or changed clerk or maintenance positions relative to non-scheduled days.

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

Management will advise the local Union President or an available steward when it is determined to curtail any Postal Operation because of emergency conditions. This will be done at the earliest time possible. The order of dismissing employees shall be by Seniority as far as practicable taking into consideration travel time, physical condition of employee and road conditions. Administrative leave will be granted when specifically authorized by Postal officials. Management and the Union will work together to ensure listings (addresses and telephone numbers) of employees are kept up to date. This will enable contact of an employee should operations be curtailed.

ITEM 4

FORMULATION OF THE LOCAL LEAVE PROGRAM

A. Applications of 5, 10, or 15 continuous days of programmed annual leave for the choice vacation period will be solicited in seniority order from March 1 through and including March 15.

B. All programmed annual leave will be granted or denied on a seniority basis. After annual leave is approved, no senior employee can bump a junior employee with approved leave.

C.) Requests for full day increments of annual leave must be submitted 35 days or less before the date requested and must be approved/disapproved by seniority on the day of submission. All leave requests must be returned to the employee on the next business day.

D.) Requests made less than two (2) weeks prior to the date in question may be approved at management discretion.

E. Employees in the Maintenance Craft or Mail handler Craft will have no impact on the maximum number of Clerk Craft employees permitted to be scheduled off during the three submission periods.

F. Requests for unprogrammed annual leave shall be submitted in triplicate on a form PS 3971 and handed to the immediate supervisor. The triplicate copy of the PS 3971 will be initialed by the supervisors and returned to the

employee. The employee will be notified of approval or disapproval of the leave request within Two (2) working days. Applications submitted on the same day will be on a Seniority basis.

G. Disapproval of any request for annual leave must be explained to the employee in writing, by the supervisor on the PS 3971. More specific reasons than a general statement should be on the PS 3971.

H (1). All Employees who turn back annual leave must do so as far in advance as possible. Once this is done, management will approve the next eligible employee by the following pecking order:

- 1.) Employees on the denied list by seniority in accordance with H 3, 4 and 5.
- 2.) Employees who have no approved leave for the selection period by seniority.
- 3.) Employees by seniority within three days of the turn back.

Slots available by the agreed upon leave percentages will be approved up to ten days in advance. After this date it will be approved/disapproved based on management's discretion.

H (2) Those employees who have canceled their programmed leave will have their names lined through on the programmed annual leave chart which will be posted in the designated place and kept current.

H (3). Employees are allowed to cancel programmed leave in order to be moved up for annual leave for which they have been refused. Upon canceling the annual leave the employee must have sufficient annual leave to cover the annual leave which was refused and for which he/she is being moved up.

H (4). For the choice vacation period, an employee may be refused for a maximum of two choices, not to exceed the maximum amount of annual leave entitled to during the choice period. The employee may select a maximum of two alternate choices, in addition to the two refusals. If one or both of the refusals becomes available, the employee, if next in line, will be moved up if the employee remains in compliance with all of the following:

- a. He/she does not exceed the maximum of two selections during the choice period,
- b. His/her selections are In accordance with the National Agreement/Local Agreement of one and one weeks, two and one weeks, or two (three) weeks together.
- c. The employee still has uncommitted annual leave available or an equivalent amount of alternate programmed leave is canceled.

H (5). For the non-choice period, an employee may elect to be refused for an annual leave request if he/she has the annual leave available. If the employee does not have the leave available due to alternate requests, but would prefer the period that is already maxed out, the employee will be allowed to be carried as refused for a maximum of two selections, regardless of whether it is weeks or days or one of each. In order for the employee to be moved up, he/she must either have the annual leave available or he/she must cancel an equivalent amount of programmed leave.

H (6). Canceled leave will be offered to those who have been refused. Approval of those refused will be determined by the leave regulations at the time of the refused submission.

I. Officials of the Union (steward, officers, etc.) shall be granted leave (annual, LWOP) to attend Membership and executive Board Meetings, Regional seminars, etc. Union officials should make attempts to submit their requests by the Monday prior to the week in question. For all requests made after this timeframe the Local President or designee shall contact the Postmaster or designee to discuss approval of the request.

J. Excusing employees from duty on all religious holidays shall be taken into consideration through discussions with the Union and Management.

K. Employee scheduled for leave of 32 hours or more shall be exempt from working their non-scheduled days, holidays and/or designated holiday prior to or during their approved leave, Employees who volunteer for any part of the holiday schedule shall be subject to being drafted.

ITEM 5

THE DURATION OF VACATION PERIOD (S)

The Choice Vacation Period will be from the beginning of the second full week in May through and including the third full week in September, the week that includes Thanksgiving, the week following the Thanksgiving week (which is the beginning of deer season), and the 2-week period starting on Christmas Eve.

ITEM 6

THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION

The beginning day of an employee's vacation shall be Monday, with the exception of the 2-week period starting on Christmas Eve.

ITEM 7

WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS

1.) Employees at their option may request up to two selections during the Choice Vacation Period, in units of either 5 (five) or 10 (ten) working days, not to exceed the ten or fifteen days of annual leave the employee is entitled to according to the National Agreement.

2.) An employee who earns 20 or more days of annual leave per year, shall be granted up to fifteen (15) days of continuous annual leave during the choice vacation period pursuant to Article 10.3.D.2.

ITEM 8

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

Jury Duty and attendance at a State Convention shall not be charged to the Choice vacation period for the number allowed off nor for the individual's selections.

ITEM 9

DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

A) Requests for the Choice Vacation Period will be solicited in seniority order from March 1st up to and including March 15th. During the Choice Vacation Period from the second week in May through and including the third week in September and the two week period starting on Christmas Eve, 14% of the clerks will be granted programmed annual leave during the selection period

B) 8.5% of the Clerks will be granted programmed annual leave for the week that includes Thanksgiving, the week following the Thanksgiving week (which is the beginning of deer season) when submitted during the selection period.

C) 8.5% of the clerks will be granted annual leave after the selection period in accordance with Item 4.C and D.

D) A percentage, which equals .5 or more of a whole number, will be rounded up to the next full number.

E) One maintenance employee will be granted annual leave per week during the selection period and in accordance with Item 4.C and D.

ITEM 10

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

All PS 3971's will be completed and submitted in duplicate. The duplicate copy will be returned to the employee within 14 days from the first workday following the end of the submission period.

ITEM 11

DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR

The beginning of each new leave year will be posted at all time clock as soon as the date is published in the Postal Bulletin.

ITEM 12

THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD

A.) Requests for annual leave (weeks or days) for the period from January 1 up to the second full week in May will be solicited in seniority order during the period of November 1 through and including November 15. Requests for the period following the third full week in September through the end of the year, excluding the choice vacation period and the month of December will be solicited in seniority order from May 1 through and including May 15. 8.5% of the clerks will be granted programmed annual leave during these selection periods. A percentage of .5 or higher will result in rounding up to the next whole number.

One maintenance employee will be granted programmed annual leave daily

B.) Requests made after the selection periods may not be made more than 35 days in advance.

C.) Leave submitted in accordance with B above for the period outlined in A, may be approved up to 8.5% of the clerks.

D.) These requests made are on a first-come, first-served basis, except that seniority will prevail on requests submitted on the same day.

E.) Requests made by maintenance craft employees after the selection period may not be made more than 35 days in advance. Leave may be granted as long as there are no other maintenance employees on leave.

F.) A week of programmed annual leave takes precedence over a lesser amount of programmed leave.

ITEM 13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

The selection of employees to work on a holiday will be made in the following manner:

1. Full Time Regular Volunteers on their Holiday (designated Holiday) in seniority order
2. Full Time Regular Volunteers on their Non-Scheduled Day in seniority order
3. Postal Support Employees (PSEs), even if overtime is necessary
4. Full Time Regular Non-volunteers by juniority.

PTF's will not be permitted to use annual leave during any day of a respective holiday period (the holiday or day designated as an employee holiday) unless there are no non-volunteers (draftees) scheduled for any day of the holiday schedule. This shall not involve EAL or approved vacations, which encompass the holiday and were submitted in accordance with the provisions set forth in the LMOU

ITEM 14

WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION OR TOUR

Overtime desired lists will be by section

Except in emergency situations, management shall attempt to give as much notice as possible to the employee(s) when overtime is needed. An employee may request to be excused from working overtime. All such requests will be given individual consideration and the employee allowed to be excused if possible.

Employees on the Overtime Desired list may withdraw their names from the list, in writing, any time during the quarter. The withdrawal is effective on the day following the submission of their request to withdraw or within two (2) days following request if employee was previously scheduled to work overtime, whichever is later.

ITEM 15

THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT

Assignment of employees to light duty must be consistent with the employee's medically defined work limitations and/or tolerances. After every effort has been made for reassignment within the craft and before crossing crafts, the gaining craft will be consulted to implement current instructions as outlined in the National Agreement. When an employee is placed in a light duty assignment, the Union will be notified. The decisions to remove an employee from a light duty status will be based on a medical review and the Union will be notified upon removal.

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

- 1.) A time limit of a temporary light duty assignment will be set at 30 (thirty) days with two (2) possible extensions beyond the thirty (30) days will be allowed when supported by medical evidence of anticipated duration of recovery period.
- 2.) To the fullest extent possible, the installation head will respond to all light duty requests within forty-eight (48) hours.
- 3.) The employer will promptly notify the President, Philadelphia Bulk Mail Center Local #7048, of the placement of a light/limited duty employee not under the jurisdiction of the APWU into a position within the APWU.

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 limited to the amount of work available, consistent with good business practice, and shall not conflict with the National Agreement.

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 clerks within this installation will be considered one section.
Maintenance employees – Each occupational group will comprise a section.

ITEM 19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Employee parking shall be on a first-come, first-served basis.

ITEM 20

THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO THE DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN

Annual leave to attend Union activities during the choice vacation period shall be charged to the maximum percentage of clerk craft employees allotted programmed annual leave, but shall not be charged to the employee's choices

ITEM 21

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

A. LABOR-MANAGEMENT MEETINGS

Labor-Management meetings shall be held quarterly. The meeting shall be convened at the request of the parties. All meetings are predicated on the submission of an agenda on the Friday preceding the day on which the meeting is scheduled. Meetings will be conducted in accordance with the National Agreement.

B. SCHEMES

Management will maintain an up-to-date scheme book for office schemes.

Each clerk required to study the scheme shall be given an updated scheme book.

Scheme cards shall be furnished if available.

ITEM 22

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

All Crafts

A. In the event there are sufficient changes in an employee's principle assignment area, or a sufficient change in scheme knowledge requirements, or a sufficient change of employee's duties management will consult with the union in order to discuss whether or not the duty assignment should be posted for bid. If there is no agreement between the parties' assignments shall be posted when a change in duties, scheme knowledge requirements or principal assignment area exceeds 60%

B. Assignments will be reposted when a change in station is involved.

C. A copy of each job assignment as posted along with any new seniority lists will be furnished to the Union.

D. A Union representative shall be present when the bid box is opened and bids are removed at the conclusion of the bid period.

E. A craft seniority list will be posted and kept current for all sections, stations and units for all tours, with a copy furnished to the Union Quarterly.

F. No assignment will be reposted unless the change in starting time is more than one hour, unless otherwise agreed to by mutual consent between the parties, only after consultation between the appropriate senior officials of the Service and the Union.

Clerk Craft

A. The length of posting will be ten days.

B. Except in the month of December, the successful bidder will be placed in the new assignment by the second Saturday after the posting is withdrawn, unless training is required first. If training is required, it will be scheduled as soon as possible and final awarding of the position will be made upon successful completion of the training,

Maintenance Craft

1. Notices inviting bids for craft assignments shall be posted for a period of seven (7) days in accordance with Article 38, Section 4 of the National Agreement
2. A notice stating the successful applicant for a position will be posted by the Wednesday preceding the week the employee is placed in the position.
3. Copies of Notice of Intent and job awards will be sent to the President of the APWU Local #7048.
4. Seniority lists will be provided to the local president on a quarterly basis.

The above items have been duly discussed and entered into in good faith by the representatives below.

[S] *Chuck Camp*

5/1/17

Chuck Camp
President, APWU Local #7048

Date

[S] *John McGinley*

5/1/17

John McGinley
Postmaster, Levittown Post Office

Date