

**2000-2003
LOCAL MEMORANDUM OF
UNDERSTANDING**

Between the

UNITED STATES POSTAL SERVICE

FAIRLESS HILLS ASSOCIATE OFFICE AND ANNEX

and the

AMERICAN POSTAL WORKERS UNION, AFL-CIO,

PHILADELPHIA BULK MAIL CENTER, LOCAL # 7048

(**Bold print denotes change from previous contract.**)

2000-2003 Local Memorandum of Understanding**American Postal Workers Union Local #7048 and the United States Postal Service**

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ITEM 1 - ADDITIONAL OR LONGER WASH-UP PERIODS

Employees at the Fairless Hills Facilities are entitled to a reasonable wash-up time.

ITEM 2 - THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.

- 1.) Mail processing – rotating drop days
- 2.) Window/Distribution – fixed drop days
- 3.) Maintenance – drop days consisting of Sunday/Friday and Saturday/Sunday.
- 4.) Any change in any craft in staffing will open discussions on this item.

ITEM - 3 GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCALS AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

- 1.) If emergency conditions occur, that results in curtailment or termination of Postal Operations management will advise the APWU President, Local # 7048 or the available steward, of the action as soon as possible. The safety and health of all employees from the F.H. Annex and window operations will be considered first when determining the plan of action.

- 2.) Management will avail itself of public media to notify employees of any emergency conditions what will curtail or terminate postal operations. All employees on duty will be notified of management's decision as soon as possible. A reasonable effort will be made by management and the Union to attempt to have off duty employees notified. Management and the Union will work together to maintain an updated employee listing on a semi-annual basis.

ITEM 4 - FORMULATION OF THE LOCAL LEAVE PROGRAM

- 1.) Nine percent of employees shall be granted leave for any period other than choice vacation time as long as the submission is by the **Wednesday** prior to the service week of the request.
- 2.) If a request for leave is disapproved, the original copy of the PS Form 3971 must be retained by the employer. If any leave can be granted at a later time/date, the disapproved Form 3971 must be approved prior to approving any other later submission date request(s), and the employee notified as soon as practically possible.
- 3.) The employer shall not be required to approve leave request if the time limit to return disapproved 3971's cannot be met due to an employees' absence or non-scheduling. The employer must approve the request if the 3971 is not returned to the employee on the day he/she returns to work. All requests must be approved if not returned to the employee by the end of the tour.
- 4.) Disapproval of any request for annual leave must be explained in writing by the disapproving supervisor on the form 3971.

- 5.) In the event of extremely hazardous driving conditions, all reasonable requests for leave, that driving conditions may cause, will be given careful consideration on an individual basis.
- 6.) Officials of the Union shall be granted leave to attend required meetings, seminars, etc.
- 7.) Seniority shall be the determining factor for approving leave.
- 8.) If an employee is approved/disapproved leave under Item 4 and 12, his/her name shall be placed in the leave book.

ITEM 5 - THE DURATION OF THE CHOICE VACATION PERIOD (S)

The choice vacation period will run for 22 weeks commencing on the last full week of April to the end of the 2nd full week of September and the two (2) week period, which includes Christmas Eve and New Years Eve.

ITEM 6 - THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION.

The beginning day of an employee's vacation period will be Sunday based on a six-day workweek.

Exceptions may be granted by agreement between the employer, employee and the Union representative.

ITEM 7 - WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS.

Employees may, at their option request two (2) selections during the choice vacation period in units of five (5) or ten (10) days. An employee's second request shall be approved only after it has been determined not to interfere with any other employee's first request.

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

Jury duty and attendance at the National or state conventions will not be charged against the choice vacation period.

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

Maximum number of employees granted vacation leave shall be 14 %.

Clerks - 14 % per week, per tour.

Window/Distribution - one (1) employee shall be granted annual leave per week per Item 7.

As agreed, the method used for determining a rounding rule will be .5 and lower reduces to lower whole number and .51 and higher up to the next higher whole number.

MAINTENANCE CRAFT

- 1.) One (1) custodian employee shall be granted annual leave per week per Item 7.

GENERAL RULES

The percentage off during the choice vacation period for new positions established during the life of this agreement will be subject to negotiation between the employer and the union.

Request for the first choice vacations period will be submitted by March 1st to the 15th of March. Request for second choice will be submitted from March 16th to the end of March.

Minimum of five (5) requests per day by decreasing seniority.

If an employee fails to submit for their choice vacation period in the given time frame, the employee will be bypassed. The employee will be given an opportunity after the completion of each first choice, second choice period.

If an employee wishes to cancel or change part or all of his/her approved vacation, a new PS Form 3971 must be submitted. The new request shall be governed under the leave regulations as outlined in this agreement.

ITEM 10 - THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

- 1.) No later than February 15th, a notice will be posted informing employees of the time frame for the submission of 3971 for the choice vacation period, as well as the duration of the choice vacation period.

- 2.) Request for choice vacation period will be submitted using duplicated PS Form 3971 will be returned to the employee within five (5) days of the submission.

ITEM 11 – DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES' OF THE BEGINNING OF THE NEW LEAVE YEAR.

Prior to November 1st, the employer will notify individuals in excess of 440 hours annual leave balance. The New Leave Year will be posted on the main bulletin boards as released in the Postal Bulletin.

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

- 1.) Request for eight (8) hours or more in eight (8) hour increments.
 - (a) Earliest submission – 28 days before each day requested.
 - (b) Approval/disapproval must be made at that time by seniority.
 - (c) Applications submitted 27 days or less before the first date requested must be approved/disapproved on a first come basis.
 - (d) All requests are to be returned to the employee by the end of the tour of the employee's next scheduled workday.
 - (e) PTF(s) and TE(s) will not be allowed to use annual leave during any three (3) days of the respective holiday period. This shall **not** include approved vacations submitted in accordance with Item 9.
- 2.) Request for less than eight (8) hours.
 - (a) Earliest submission – 14 days before date requested.

- (b) Requests submitted 14 days before date requested must be approved/disapproved by seniority.
 - (c) Requests submitted less than 14 days before date requested must be approved/disapproved on a first come basis.
 - (d) Same as 12.1.D.
- 3.) Request for same day annual leave will be approved/disapproved at managements discretion based on operational needs. In the event multiple requests are made for the same time slot, seniority will prevail.

ITEM 13 - THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

- 1.) Full-time volunteers on their holiday by seniority.
- 2.) Casuals and PTF's.
- 3.) Full-time volunteers on their non-schedule day by seniority.
- 4.) Full-time non-volunteers by juniority.

ITEM 14 - WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION OR TOUR.

- 1.) Overtime desired list will be by tour, position description and/or craft.
- 2.) Once the quarterly ODL is posted, the only additions shall be as follows:
 - a.) Part time flexibles are converted to full time.
 - b.) Successful bidder goes to different tour, different position or different drop days.

- c.) Unforeseen absences that encompasses at least the last day of the solicitation period.
- d.) Additions to the ODL must be submitted in writing within seven (7) days from the date of action or return to duty. Additions shall be given to the APWU President, Local # 7048, or the available steward.

3.) Notice of overtime shall be called not less than one (1) hour before the end of the tour whenever possible.

4.) The employer recognizes one (1) tour at F.H.A. The Union recognizes more than one tour at F.H.A. Any change that calls for more than one (1) tour based on the dispute between the parties will open up discussions on this item.

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

Management recognizes its responsibility to assist full-time regulars and part-time flexible employees. The installation head agrees to give each request careful consideration and provide work consistent with good business practice and to the extent possible, based on available work that meets the documented medical restrictions placed on the employee by a certified medical practitioner in accordance with Article 13 of the C.B.A.

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.

ALL CRAFTS

The methods used in reserving light duty assignments are as follows:

- 1.) The employer will make every effort to assign light duty work within an employee's craft, work area, tour and facility where qualified, consistent with good business practice.
- 2.) The installation head will respond to all written request for light duty accompanied with proper medical documentation, within a reasonable time frame and furnish a copy to the APWU President Local # 7048 or to the available steward.
- 3.) The employer will promptly notify the APWU President, Local # 7048 or the available steward 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.

ALL CRAFTS

The employer will first attempt to place the employee within his/her Occupational Group/Position Description consistent with his/her documented medical restrictions consistent with good business practice. If such work is not available, consideration will be given to reassign the employee within his/her limitations for which the employee is qualified.

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

CLERK CRAFT

Occupational group/positions descriptions by tour will comprise a section.

MAINTENANCE CRAFT

Each occupational group by tour will comprise a section.

ALL CRAFTS

- 1.) When it is proposed to reassign within the installation, employees excess to the needs of a section, the employer shall meet with the Union at least 28 days prior to excessing, discuss the identification of duty assignments affected and to identify any available duty assignments. If no agreement is reached as outlined above, the following will be identified as a section.

- 2.) There will be three (3) sections at the Fairless Hills Post Office and Annex:
 - A.) Window/Distribution/Other
 - B.) Mail Processing by position description
 - C.) Maintenance craft by occupational group
 - D.) Personnel affected will be notified as far in advance as possible, but no less than two (2) weeks notice given in writing. Employees would be entitled to out of schedule pay for the two (2) weeks if notification is not given.
- 3.) Any change that calls for more than one tour based on the dispute between the parties will open up discussion on this item.

ITEM 19 - THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

- 1.) Parking spaces will be made available for those bargaining unit employees that are required to open or close F.H.A. facility adjacent between docks 2 and 3.
- 2.) The APWU Local # 7048 will be afforded one parking spot in the first row of the main employee parking lot. The union will be responsible for identifying the parking space.
- 3.) All employees, due to the ample number of parking spaces in the main employee lot, will be permitted to park on a first come, first served basis. Any change in the building site will open negotiations in this item.

ITEM 20 - THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULES IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.

Annual leave to attend union activities requested prior to determination of the choice vacation schedule shall not be part of the total choice vacation plan.

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

- 1.) Any changes in the starting time in excess of one (1) hour from the original bid, new or additional schemes or a significant change of employee's duties will have to be posted for bid, unless otherwise agreed to by mutual consent between union and management.
- 2.) The union must be notified of these changes at least two (2) weeks prior to such change, whenever possible. The union will be provided copies of such correspondence.

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

- 1.) The employer shall post on the appropriate bulletin board and furnish a copy of an updated clerk seniority list to the available steward on a semi-annual basis. The updated maintenance seniority list will be on a quarterly basis.
- 2.) Posting and Bidding
 - a.) Notice inviting bids for clerk craft assignments shall be posted for ten (10) calendar days. Maintenance craft assignments shall be posted for seven (7) calendar days. Invitations for bids shall be mailed to those employees absent on leave who request and provided a personal mailing address and furnish to the available steward.
 - b.) All clerks craft bids will close on the tenth day. All maintenance bids will close on the seventh day. An available steward will be permitted to be present when the bids are collected by management and provided notice of the successful applicant(s).
- 3.) Management will take into consideration seniority when scheduling part-time flexible clerks. (Impasse)

2000-2003 Local Memorandum of Understanding

American Postal Workers Union Local #7048 and the United States Postal Service

This Memorandum of Understanding is entered into on **June 22, 2002**, between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union, AFL-CIO, the Philadelphia Bulk Mail Center Local #7048, pursuant to the Local Implementation Provision of the 2000 National Agreement.

For the Union

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Postmaster

June 13, 2002

Date

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Date