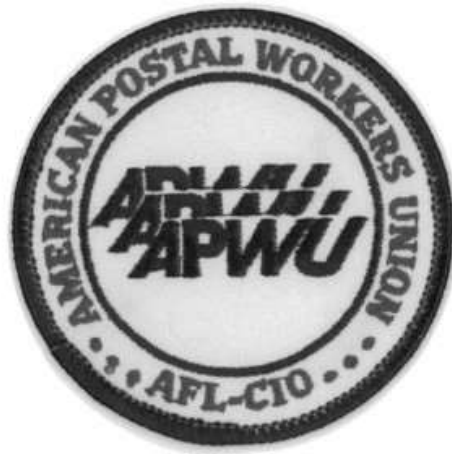


2015-2018
**LOCAL MEMORANDUM OF
UNDERSTANDING**

**BETWEEN THE
UNITED STATES POSTAL SERVICE
PHILADELPHIA NETWORK
DISTRIBUTION CENTER**

**AND THE
AMERICAN POSTAL WORKERS UNION
LOCAL #7048
AFL-CIO**



(Bold print denotes change from previous contract)
(Italic print denotes impasse)

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ITEM 1 –ADDITIONAL OR LONGER WASH-UP PERIODS

The existing policy of all employees under APWU jurisdiction involving wash-up time will be continued for the duration of the contract.

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

There shall be a regular workweek of five (5) days with fixed days off. As far as practicable, the five days shall be consecutive days within the service week.

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

- 1) Management's primary responsibility toward all employees under APWU jurisdiction is their protection against injury death in emergency situations.
- 2) When an unsafe or hazardous condition exists, safety will be the first consideration in regard to determine whether to curtail or terminate postal operations at the NDC and any facilities under the NDC jurisdiction.
- 3). The Installation Head or designee will examine the situations immediately and respond appropriately. Accordingly, when such situations are imminent, management must advise the Union President, or his designee, of the situation and intended action as soon as possible. Management will avail itself of public media to notify employees of any emergency conditions that will curtail or terminate postal operations.
- 4) Management shall consider all remedies available to maintain an adequate level of temperature ranges. Requests for leave (AL or LWOP) for emergency conditions will be considered on an individual basis.
- 5.) In the event the work floor temperature goes above or below the specified guidelines (65°F to 78°F) management will meet with the Local President or available union official to discuss contingencies.

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6.) All employees on duty will be notified of management's decision as soon as possible. Every reasonable effort will be made to notify off duty employees.

7.) Every reasonable effort will be made to provide a comfortable working environment.

ITEM 4 – FORMULATION OF THE LOCAL LEAVE PROGRAM

1.) When possible, maximum leave shall be granted to APWU bargaining unit employees by level and occupational group normally scheduled each day. A minimum of ten (10) percent of scheduled employees per tour shall be granted annual leave for any period other than choice vacation time. This provision of Item 4 will include all PSE employees. During the choice vacation period, the minimum percentage of annual leave to be granted per day, per tour, will be the minimum percentage that each position description / occupational group is permitted under the choice vacation period as per Item 9.

a) Employees, at their option, may submit, leave slips (3971's) in triplicate. Supervisors will sign the notification block and return one of the three slips immediately back to the employee.

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, providing the employee has a sufficient annual balance prior to approving any other later submission date request (s), and the employee notified as soon as practically possible.

3.) If an employee is approved / disapproved leave under Items 4 and 12, their name and the date the application was made, as well as the number of hours indicated, shall be recorded in the leave book. Union officials shall be allowed to review leave books.

4.) The employer shall not be required to approve leave requests 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 normal tour.

5.) To the fullest extent possible, the practice of excusing employees from duty on all religious holidays shall be followed, provided the request is submitted as early as possible. This is not intended to require the earliest possible submission date.

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6.) Disapproval of any request for annual leave must be explained to the employee in writing by the disapproving management official on the Form 3971. The employer will provide specific reasons for the disapproval.

7.) In the event of a possible Transportation Strike, management will meet with the local President as soon as possible to discuss contingency plans. All reasonable requests for leave, which are directly related to the strike, will not be marked on the 3972 or held against the employee.

8.) In the event of extremely hazardous driving conditions all reasonable requests for leave that the driving conditions may cause must be given careful consideration on an individual basis. All leave requests of this nature will not be marked on the 3972 or held against the employee.

9.) Officials of the Union (stewards, officers, editors, etc.) shall be granted leave (Annual, LWOP) to attend required Membership and Executive Board meetings, Regional seminars, etc. Union officials should make attempts to submit their requests as early as possible.

10.) Seniority shall be the determining factor for approving leave. Under no circumstances must an employee with less seniority be granted short term leave for any period that was also requested by a senior employee, if both requests are made within the initial hour of the normal tour on the same day.

11.) Employees taking leave for one or more hours may not be required to take a lunch, based on operational requirements.

12.) Based upon the needs of the Postal Service, every effort must be made to grant annual leave during the Pennsylvania Deer Hunting Season to as many employees as can be spared.

13.) The tours on which an employee is working (i.e., Split shift) at the time of submission of his/her leave request shall be the tour responsible for taking action for same day leave requests, Other than same day leave, the tour for which the leave is requested shall be responsible.

14.) The employer will supply the Union with copies of the Restricted Sick Leave List quarterly.

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

The first choice vacation period will be the period commencing on the last Saturday in April until the third Friday in September and the second choice vacation period will be the two week period which includes Christmas Eve and New Year's Eve.

ITEM 6 – THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACATION

- 1.) The beginning day of an employee's vacation period will be any normal working day at the employees' option.
- 2.) An employees' 3971 will determine availability for overtime during the week(s) in question.
- 3) Changes may be granted by agreement among the employee, his/her Union Representative and the employer.

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.

- 1.) Employees may, at their option, request two (2) selections during the choice vacation period in units of either five (5) or ten (10) days. Employees will annotate 1st or 2nd choice on the 3971. An employee's second choice shall be approved only after it has been determined not to interfere with any other employee's first choice.
- 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. This may be requested as a first choice on a single 3971.

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 National or State conventions must 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

During the choice vacation period, leave that exceeds the minimum may be granted at the option of the employer.

CLERK CRAFT

Distribution Clerks	15% per week, per tour
PPMO's/SPBS Clerks	15% per week, per tour
Bulk Mail Dock Clerks	20% per week, per tour
Claims & Inquiry Clerks	15% per week, per tour
Mail Processing Clerks	15% per week, per tour
Mail Flow Controllers	15% per week, per tour
Data Collection Technician	15% per week, per tour
Bulk Mail Technician	15% per week, per tour
General Clerk	15 % per week, per tour

Clerical craft employees in administrative offices will be granted **15% per week, per tour** on a departmental basis.

PSE's will be granted leave within the existing percentages by position description.

MAINTENANCE CRAFT

Electronic Technician	15% per week, per tour
Mail Processing Equipment Mechanic	15% per week, per tour
Building Equipment Mechanics	15% per week, per tour
Blacksmith Welder	15% per week, per tour
Maintenance Support Clerks PS-6	15% per week, per tour
Maintenance Mechanics PS-7	15% per week, per tour
Custodial group Leaders/Custodians	15% per week, per tour (Combined)

PSE's will be granted leave within the existing percentages by position description.

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MOTOR VEHICLE CRAFT

Tractor Trailer Operator	20% per week, per tour
Vehicle Operations Assistant	15% per week, per tour

MVS Craft employees in the administrative offices will be granted leave on a Departmental basis.

PSE's **and** PTF's will be granted leave within the existing percentages by position description.

General Rules

1. In all cases where percents are used, the following rule shall apply:
If the percentage of the number of employees produces a fraction, the fraction shall cause one additional employee to be added. e.g., If the number of employees on any given tour does not produce a fraction to make an initial whole number such as:

Example:

1 employee on a tour x 20% = .20

This would be considered one (1)

2. The percentage off during the choice vacation period for new position description/occupational groups that are established during the life of this agreement will be no less than 15% and subject to negotiation between Employer and the President, Philadelphia Bulk Mail Center, Local #7048.

3. 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 without exception. Approved 3971's shall not have annotated pending sufficient leave balance.

4. Employees with an approved vacation schedule will have a new choice vacation schedule negotiated, if necessary, within seven (7) days of being placed in a new assignment. The Union and management must mutually agree that there is a need to negotiate a new choice vacation. Absent mutual agreement, the approved vacation shall be honored.

5. During the week which encompasses the July 4th holiday, the percentage for each position description/occupational group shall be raised an additional 5% per tour.

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6. On the day of: the Super bowl, Valentines Day, Mother's Day, Father's Day, Halloween, Thanksgiving Friday, Christmas Eve and New Years Eve, the leave percentages for each position description/occupational group shall be increased an additional 5 % per tour

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

- 1). No later than March 1st and October 1st of that leave year, a notice will be posted informing employees of the time frame for submission of 3971's for the choice vacation periods, as well as the duration of the choice vacation periods.
- 2). Submissions for the first choice vacation period will be submitted to the respective manager's office during the month of March each year on PS form 3971 in duplicate or triplicate at the employees option. Requests for the second choice and requests during vacation period will be similarly submitted during the month of October of each leave year.
- 3) Each employee shall receive an approved copy of PS Form 3971 of his /her first choice vacation period by April 15th of each leave year. Each employee shall receive an approved copy of PS Form 3971 of his/her second choice vacation period by November 15th of each leave year.
- 4) The first choice vacation period is the period identified in Item 5
- 5) The second choice vacation period is the two week period identified in Item 5
- 6) A notice will be posted listing the approved vacations and a copy of that notice shall be forwarded to the local union President or his/her designee.

ITEM 11—DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR

1. Notice concerning the date of the beginning of the new leave year shall be posted on bulletin boards by November 1st of each year.
2. Prior to November 1, the employer will notify individual employees in excess of 440 hours Annual Leave balance.

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3. Leave in excess of 440 hours must be used before the new leave year starts on: **January 7 2017 (PP 2) January 6, 2018 (PP 2) January 5, 2019 (PP 2).**
4. The employer will provide written notification with the first paycheck received after November 1st informing employees of the new leave year.
5. The parties will meet to discuss the implementation of the Annual Leave Exchange Option Memo as it pertains to employees at the local level, tentative upon the date issued by the National Level.

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

1. Request for full day increments of Leave for full time regulars, part time regulars, **PTF's**, and **PSE's**:
 - (a) Applications must be submitted 28 days or less before the date requested and must be approved/disapproved by seniority provided the submission came prior to the last two hours of the normal tour. Anything submitted after this time will be ruled on the next day.
 - (b) All requests must be returned to the employee by the end of the normal tour.
 - (c) **PTF's and PSE's** will not be allowed to use annual leave during any day of the respective holiday period, unless there are no non-volunteers (draftees) for any day (s) or tour (s) of the three day holiday schedule. This shall not involve EAL or approved vacations submitted in accordance with Item 9. This includes other facilities within their respective craft.
(Clarification purposes -first day submission, i.e., leave for March 29, first day of submission would be March 1st.)
2. Request for partial day increment of leave for full time regulars, **part time regulars, PTF's, and PSE's**:
 - (a) Applications must be submitted 14 days or less before the date requested and must be approved/disapproved by seniority provided the submission came prior to the last two hours of the normal tour. Anything submitted after this time will be ruled on the next day.
 - (b) All requests for less than full day leave must be returned to the employee by the end of the normal tour.
 - (c) All requests for less than full day leave submitted on the day requested will be returned within 2 hours after submission. Any request for leave that is more than 7 hours will be acted upon immediately.

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(d) **PTF's and PSE's** will not be allowed to use annual leave during any three days of the respective holiday period, unless there are no non-volunteers (draftees) for any day or tour of the three day holiday schedule. This shall not involve EAL or approved vacations submitted in accordance with Item 9. This includes other facilities within their respective craft.

3. PSE employees will be permitted to request for full day increments of leave 21 days in advance of the date requested.

PSE employees will be permitted to request for partial day increments of leave 7 days in advance of the date requested.

The method of approving leave requests submitted by PSE Employees will be by standing on the rolls amongst the PSE's.

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

A). General -All Crafts

1. The parties agree to the following concepts in an effort to accomplish its mutual objective of scheduling the least number of employees on holidays as long as the staffing needs of the service are adequately met. However, only in emergency situations and/or extremely heavy mail volume situations will the number of employees scheduled to work on their holiday or designated holiday exceed the normal scheduled complement for that day of the week.

2. The employer will determine the number and category of employees needed to work on any given holiday or designated holiday in accordance with article 11, Section 6 of the National Agreement. The numbers, categories and scheduled tour hours shall be forwarded to the President and his designee of the Philadelphia Bulk Mail Center, Local #7048, by the day prior to the solicitation posting. The scheduled hours to be worked on the Holiday schedule will be posted for the solicitation of volunteers.

3. At least one day prior to solicitation of employees for the holiday schedules, the employer shall meet with the President or his designee, Philadelphia Bulk Mail Center, Local #7048, with regard to the numbers and category of employees needed.

4. The Holiday schedule shall include the names and work locations and non-scheduled days of each employee who will be working any day of the holiday schedule and the time each employee is to begin work on the holiday schedule. At this time the parties will make attempts to assure that PSE's and **PTF's** are utilized to the fullest extent possible. PSE's and **PTF's** will be scheduled to cover as much of the holiday schedule as possible in order to reduce or eliminate the drafting of Non-volunteers.

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5. A notation shall be made on the Holiday Schedule of those employees who volunteered to work and those employees who were involuntarily selected to work.

6. The holiday schedule shall be reviewed by the President, Philadelphia Bulk Mail Center, Local # 7048, or his designee prior to being posted on appropriate craft bulletin boards. A copy of the holiday schedules, solicitation lists, and any revisions shall be furnished to the President and Directors of each craft of the Philadelphia Bulk Mail Center, Local # 7048.

7. No employees will be worked in a non-bargaining unit position while there are non-volunteers scheduled to work any individual day during the Holiday period.

8. Employees detailed to a non-bargaining unit position for forty (40) hours the previous week to the posting requirement in accordance with Article 11.6A, shall not be allowed to volunteer for a holiday schedule unless non-volunteers are required.

9. Employees detailed to a non-bargaining unit position shall be required to work in the craft as a non-volunteer as per the pecking order.

10. Employees detailed to other bargaining unit positions without the benefit of the local detail policy shall be returned in the event they are required to work via the pecking order for the respective holiday period. This will not include an employee (s) detailed to bargaining unit training outside the facility. Employees who volunteer for any part of the holiday schedule will be subject to being drafted by the pecking order.

11. Any qualified employee volunteering after the holiday schedule is posted shall replace the senior non-volunteer on the tour requested consistent with the pecking order. In the absence of non-volunteer, qualified employees volunteering shall be accepted based on needs. These volunteers must do so in writing. The parties encourage employees to volunteer prior to tile posting.

12. The following shall be considered tours for the holiday schedule:

- (A) Tour I -Starting time between 2000 and 0399
- (B) Tour II -Starting time between 0400 and 1199
- (C) Tour III-Starting time between 1200 and 1999

These starting times do not apply when 4 hours before the tour overtime is called

13. The holiday schedule, which will consist of three (3) days, will be by position description/occupational group.

14. Employees scheduled for leave of 32 hours or more shall be exempt from working on their non-schedule days, holidays and/or designated holiday prior to, during and subsequent to an approved leave. Their names shall be shown on the holiday draft list as drafted if their names fall within the draft pecking order, but they shall be excused. Employees who volunteer for any part of the holiday schedule shall be subject to being drafted.

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15. No employee will be scheduled to work two consecutive tours during the three day holiday scheduling period.

16. In the event twelve hour tours are required, management will schedule lunch breaks as to avoid an additional (second) lunch break during the three day holiday scheduling period whenever possible.

B) CLERICAL AND MOTOR VEHICLE SERVICE CRAFTS

An "Off-Tour Solicitation List" shall be posted for the 3 day holiday period for volunteers who are not accepted to work their bid tour. Volunteers will annotate first choice and/or second choice. They will be scheduled by seniority. Tour seniority will prevail prior to accepting any Off-tour volunteer.

- 1.) Volunteers regardless of Tour by Seniority on their Holiday or non-scheduled days if only one (1) tour is to be scheduled during the Holiday scheduling.
- 2.) Volunteers by seniority on their holiday or non-scheduled day if two (2) tours are scheduled during the holiday scheduling. Such selections will not cause the volunteers to work consecutive tours.
- 3.) Volunteers by seniority on their holiday or non-scheduled day during the holiday scheduling period if all tours are scheduled.
- 4) Qualified full time volunteers from other position descriptions/occupational groups within each craft during the Holiday scheduling. This may include other facilities.
- 5.) PSE's **and** PTF's, even if the payment of OT is necessary, will be utilized to the fullest extent.
- 6.) Non-volunteers regardless of tour on their holiday or non-scheduled day by juniority, provided only one (1) tour is scheduled during the holiday schedule provided such scheduling will not cause a non-volunteer to work two (2) consecutive tours. Full time and part time regulars win not be forced to work other facilities.
7. Non-volunteers, there will be tour integrity when two or three tours are scheduled during the holiday scheduling.
- 8.) Any employee working the OBSERVED HOLIDAY will have an established bid tour and their seniority will prevail. (e.g. New Years Day, Veterans Day, etc.) Other than the observed holiday, employees drafted or volunteering shall be one day junior than Full Time Employees working their normal scheduled tour. Employees will have an established bid; tour and their seniority will prevail among other draftees and volunteers.

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C) MAINTENANCE CRAFT

Prior to solicitation of volunteers for the holiday schedule, the employer shall determine the necessary hours and numbers of employees in each holiday unit necessary to provide maintenance coverage consistent with Article 11, Section 6 of the National Agreement.

The exact hours to be worked on the Holiday schedule will be posted for the solicitation of volunteers.

3.) The following are work units for the Holiday Schedule:

- A. Electronic Technicians
- B. Mail Processing Equipment
- C. Building Equipment Mechanics
- D. Blacksmith Welders
- E. Maintenance Mechanics
- F. Maintenance Support
- G. Building Services (Custodian)
- H. Holiday Units may be changed/established by mutual agreement.

4.) Revisions to the holiday schedules will be signed and dated. The holiday schedules will be listed in accordance with the work units in subsection 3 above.

5.) Employees for the holiday schedule will be selected in the following order:

- A. Qualified volunteers by seniority order and tour within the holiday unit
- B. Qualified volunteers by seniority from other tours within the holiday unit provided there are no non-volunteers on the employees own tour.
- C. Qualified volunteers by seniority from all other holiday units provided that he/she volunteered to work in his/her holiday unit and can be spared without impacting other employees in their holiday unit or was not selected or was not solicited or required to work his/her holiday unit with the necessary skills
- D. PSE's
- E. Qualified non-volunteers by inverse seniority within the holiday unit and tour.

6.) The solicitation of volunteers for the holiday schedule will be posted on an open wall area adjacent to the Maintenance shop.

ITEM 14 – WHETHER “OVERTIME DESIRED” LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

A.) -GENERAL- All Crafts

1. Overtime Desired lists shall be posted on appropriate craft bulletin boards. One copy of ODL's, Solicitation Lists, and revisions shall be provided to the President of Local #7048 or his designee.
2. If the beginning tour hours are within stated tour, this will be considered what tour employee'(s) are on for purposes of signing ODL.
3. Employer will announce overtime and notify employees individually at least two ours prior to the end of the scheduled tour whenever possible.
4. Any waivers of overtime shall be approved when a partial ODL is utilized as long as enough qualified ODL employees are available.
 - a. Requests for waivers will be submitted 14 days or less before each date requested. These requests will be returned by the end of the employees' tour.
 - b. Same day submission will be submitted within the first four hours of the employees' normal tour. All requests for same day waivers of overtime will be returned no later than 6 hours into the regular scheduled tour.
 - c. Other than requests outlined in 4 above, will be decided in accordance with article 8.5.E. However, priority consideration will be given to Non-ODL employees in the event those requests are made on the same day.
5. The Tour hours are defined as follows:
 - A) Tour 1 -Starting time between 2000 and 0399
 - B) Tour 2 -Starting time between 0400 and 1199
 - C) Tour 3- Starting time between 1200 and 1999

These starting times do not apply when 4 hours before the tour overtime is called.

6. Additions to the ODL must be submitted in writing within seven (7) days from date of action or return to duty. Additions shall be given to the President of Local #7048 or his designee.
7. An employee who requests to be removed from the Overtime Desired List must do so in writing. This will be effective the day after the request.

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8. Once the quarterly ODL is posted, the only additions shall be as follows:
 - A. **PTF's and** PSE employees are converted to full time.
 - B. Successful bidder.
 - C. Absences that encompass at least the last day of the solicitation period.
 - D. Management changes tour hours.
 - E. Any employee whose hours or non scheduled days are involuntarily changed or who is involuntarily moved will be allowed to sign the ODL.
 - F. Any employee attending off-site training during any part of the solicitation period

G. All names will carry forward from the previous quarter **and or previous bid** unless the employee requests otherwise in writing (Example)

If at the end of a quarter an employee is on the non-scheduled (N/S) day OTDL only and NOT on the before/tour or after/tour list, this employee's name would only carry onto the next quarter for N/S day list.

B.) CLERK CRAFT / MVS CRAFT

1. Overtime Desired Lists will be by tours and position descriptions.

2. Employees will be able to sign Overtime Desired Lists for:

- A. Before Tour
- B. After Tour
- C. Non-scheduled day or days

3. Employees on overtime shall be considered to be one day junior to any full time employees working his/her regular scheduled day, but will retain their seniority amongst other ODL employees within their bid assignment. Employees on mandatory overtime (Non-ODL) shall retain their seniority.

Exception: In the MVS craft, TTO's shall maintain their regular lunch and break schedule during the (7) seven day work week. This shall include both N/S days.

C.) MAINTENANCE CRAFT

1. Overtime Desired Lists of Qualified employees shall be established by tour, occupational group, **and level**.

2. Relief Assignment employees will need only to sign the ODL for their principal assignment area. The employee (s), while working on relief assignment will be considered for overtime only on the relief assignment they are working.

3. Any Local # 7048 steward, if available, shall be present when overtime calls are made.

4. Employees will be able to sign Overtime Desired Lists for:

- a. Two (2) hours Before and/or After Tour
- b. Four (4) hours Before and/or After Tour
- c. Non-scheduled day or days

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5. Employees will be given the opportunity to be designate whether they wish to be called at home for before and/or Non-scheduled day overtime. Those who do not wish to be called will be considered absent and will have been given an opportunity for overtime.
6. The solicitation of volunteers for ODL will be posted on an open wall area adjacent to the Maintenance shop.
7. Employees are eligible for the Maintenance Supplemental Overtime Desired List by volunteering for their own principal assignment area
8. The Maintenance Supplemental ODL shall be utilized prior to using the Non-ODL employees.

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

ALL CRAFTS

The employer shall provide a sufficient number of light duty assignments so as to reasonably accommodate all ill or injured employees, consistent with good business practice.

ITEM 16 - THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORKFORCE WILL BE ADVERSELY AFFECTED

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 employees' craft, work area, tour and facility where qualified.
- 2) All employee requests for light duty, additional employee correspondence, and the installation heads responses to employees shall be furnished to the President, Philadelphia Bulk Mail Center Local # 7048. To the greatest extent possible, all correspondence will be sent to the President within seventy two (72) hours.
- 3) To the greatest extent possible, the installation head will respond to all light duty requests within forty-eight (48) hours.
- 4) 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.
- 5) The employer must not place any light/limited duty employee from a craft not under the jurisdiction of the APWU in any vacant clerk, maintenance or motor vehicle light/limited duty position until all craft employees under the jurisdiction of the APWU, who meet the medical requirements of the assignment(s), are utilized first.
- 6) Permanent light/limited duty assignments, when needed for employees under the jurisdiction of the APWU shall be negotiated between the Union and the employer from the present position utilized for light/limited duty. No permanent position shall be created for employees not under the jurisdiction of the APWU from any craft position assigned to the APWU.

ITEM 17-- THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

The following assignments shall be considered for Light Duty employees on an as needed basis.

CLERK CRAFT

One (1) position working non-zips on each tour.

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In the Support type Administrative functions where available.
Claims and Inquiry (LIM) and IPP.

ALL CRAFTS

The employer will first attempt to place the employee within his/her Occupational Group/Position Description consistent with his/her limitations. If work is not available within his / her Occupational Group/Position Description, the employee will be assigned duties within the employee's limitations for which the employee is qualified. Light Duty assignments for any facility / tour not covered in this agreement will be negotiated prior to and/or after the facility/tour is operational.

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.

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

CLERK CRAFT

Each facility by tour will comprise a section.

MAINTENANCE CRAFT

Each occupational group and level by tour will comprise a section.

MOTOR VEHICLE CRAFT

Each occupational group by tour will comprise a section.

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ALL CRAFTS

1. The following shall be considered tours for the purpose of reassigning employees' excess to the needs of a section.
 - A. Tour 1 -starting time between 2000 and 0399
 - B. Tour 2 -starting time between 0400 and 1199
 - C. Tour 3 -starting time between 1200 and 1999

2. The employees whose positions are affected will be notified in writing as far in advance as possible, but in no case will notification be less than four weeks before the posting of the Notice. A copy of the notice to employee (s) will be sent to the Philadelphia Bulk Mail Center, APWU, Local # 7048, President and Craft Director.

ITEM 19 -THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

The employer will ensure that there are adequate and available parking spaces for each employee at each facility under the functional control of the Philadelphia NDC Manager.

2. Due to the ample number of parking spaces provided at the Philadelphia NDC, parking will be on a first come, first served basis. It is understood, however, that employee parking will be in the appropriate designated areas, not in motorcycle and other special parking areas.

3. There will be two spaces made available in the western parking lot of the NDC adjacent to the cafeteria for the exclusive use of the American Postal Workers Union Local # 7048.

4. Prior to making alterations to the parking lot that affect the availability of parking spaces, or causes the removal of parking spaces, the installation head or his/her designee will meet with the Local President to establish, subject to mutual agreement, alternate locations of these spaces.

5. When another facility is obtained under the jurisdiction of the NDC a meeting will be set up with the President or his designee to discuss parking availability.

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 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

A.) CLERK CRAFT

1.) All jobs will be worked as advertised. Any changes: In the starting time in excess of one (1) hour, in employee's principal assignment area, new or additional schemes or a sufficient change of employee's duties will have to be posted for bid, unless otherwise agreed to by the parties, only after consultation between the appropriate senior officials of the Service and the Union.

2.) No assignment will be reposted when the change in starting time is one hour or less; the union must be notified of these changes at least two (2) weeks prior to such change.

3.) Notification of any change in accordance with Art. 37. Sec. 4.8 will be made in writing to the employee and a copy sent to the CCD or his/her designee.

B.) MAINTENANCE CRAFT

1.) The Maintenance Craft Director of the Philadelphia Bulk Mail Center, Local # 7048, shall be sent copies of all Notices of Intent. Copies of audit trails and job awards will also be supplied to the Maintenance Craft Director or his/her designee.

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2.) Maintenance positions shall be reposted if the starting time for the assignment is changed by more than one (1) hour. The employer will notify the Union at least two (2) weeks prior to this change.

3.) No assignments will be posted because of change in starting time, unless the cumulative change exceeds one (1) hour.

4.) All jobs will be worked as advertised. All permanent changes of duties in excess of one hour, or principle assignment area, will have to be posted for bid, unless agreed to by mutual consent between the parties, only after consultation between the appropriate senior officials of the service and the Union.

5.) The NDC principal assignment areas for Maintenance shall be:

- A.) Mail Processing Equipment
- B.) Building Equipment
- C.) Electronic Equipment
- D.) Maintenance Control
- E.) Maintenance Stores
- F.) Building Services (Custodial)
- G.) High Steel Cleaning
- H.) Maintenance Mechanics Building Wide

6) Other principal assignment areas may be established by mutual agreement.

C.) MOTOR VEHICLE CRAFT

1.) All jobs will be worked as advertised. Any change of duties, principal assignment area or change in starting time in excess of one hour will have to be posted for bid unless otherwise agreed to by mutual consent between the parties, only after consultation between the appropriate senior officials of the Service and the Union.

2.) No assignment will be posted because of a change in starting time unless the change exceeds one hour. The union must be notified at least two (2) weeks prior to any such changes.

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

A.) GENERAL -ALL CRAFTS

1). The employer shall post on all official bulletin boards throughout the facility an updated seniority list of all career bargaining unit employees quarterly. Also, quarterly, the employer shall send to the President, Philadelphia Bulk Mail Center APWU Local # 7048 a copy of the updated seniority list.

2). The employer will notify the union in writing of all vacancies in all three crafts under APWU jurisdiction as they occur.

3). PSE rosters will be forwarded to the Local President when there is a change to the complement.

B) CLERK CRAFT

1.) Any full time employee must notify the immediate supervisor of their intention to volunteer to leave their bid assignment at the beginning of their regular tour. Volunteers will leave by seniority. This request will cover the entire eight (8) hour tour for that employee, unless the employee informs their immediate supervisor at that time that they request to be returned if the need arises.

2.) Seniority

a.) The temporary involuntary movement of employees from an assignment will be as follows:

1.) PSE's

2.) Regular clerks not bid to the assignment by inverse seniority.

3.) Regular clerks bid to the assignment by inverse seniority.

b.) Reassignments back into the bid area will be made by seniority.

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- c.) Under normal circumstances, no clerical craft employee shall be replaced in his/her bid assignment and/or work area by any other employee from another work area unless done on a voluntary basis by seniority.
- d.) Seniority rules apply to all employees in the regular work force when a guide is necessary for filling vacant assignments and other purposes.
- e.) Normally, the successful bidder shall work the duty assignment as posted.
- f.) In the event there are Overtime Desired List employees in a before or after the tour overtime status they will work the area in which overtime is being worked, if necessary. However if there is a need in other areas, management will assure it is done by seniority in accordance with Item 14. These assignments will be made on the basis of legitimate operational needs.

3.) POSTING AND BIDDING

- a.) One (1) copy of all bid notices and successful bidder awards will be sent to the APWU President of Local # 7048.
- b.) Notice inviting bids for craft assignments shall be posted for ten (10) full days. Any changes made to the posting will require a new ten (10) day period, unless otherwise agreed to by the parties. Invitation (s) for bids shall be mailed to employees absent on leave who so request and who provide a personal mailing address.
- c.) Residual full time duty assignments will be posted separately with the results of successful bids to all part-time regulars as outlined in Article 37 Section 3.A.1.a. and b. of the National Agreement. Concurrently, bids will be mailed to each individual PTF eligible to state a preference. The length of the bidding/preferencing period will be ten (10) days. The result will be posted within five (5) days of closing. Positions will be filled within ten (10) days of posting results. All bids/applications must be submitted via phone bidding or computer bidding. The above time frames will also apply to Article 37 Section 3.A.4.d.1,2 and 3, as well as Article 37 Section 3.A. 7.b, c and d.
- d.) Clerk Craft Director or his/her designee shall be allowed sufficient time (at least 3 calendar days, whenever possible) to review all bids and postings prior to being posted.
- e.) Bids will close at 1:00am on the 11th day. All bids will close Monday through Friday. In the event there is a need to change the hours for the close of bids the parties will meet to mutually agree to change the time. If there is no agreement then 1:00 am will be the closing time.

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C.) MAINTENANCE CRAFT

1.) The employer will post an audit trail of the positions to be filled on the first day of the posting of a notice of intent. If there are any PAR changes made or promotions declined, local management will post two more audit trails to reflect such changes.

The second and third postings will be posted as follows: The second posting within the second day of the posting of a notice of intent through and including the fourth day. The third posting within the fifth day of the posting of a notice of intent through and including the sixth day.

2.) Notices inviting bids for craft assignments shall be posted in accordance with Article 38, Section 4 of the National Agreement. During the month of January each year, preferred assignment selection forms along with detailed instructions will be made available to all Maintenance employees.

3.) The notice stating the successful applicant for a position must be posted by the Tuesday preceding the week the employee is placed in the position.

4.) A substantial change in duties may cause the assignment (s) to be reposted, unless otherwise negotiated between Union and Management.

5.) Notice of Intent (s) to fill vacant positions shall be mailed to employees absent on leave who so request and provide a personal mailing address.

6.) Normally, the successful bidder shall work the duty assignment as posted.

a) The employer will make a reasonable effort to allow all Custodians to select their routes by seniority.

b) The employer will allow Maintenance Mechanics in the Building Wide principal assignment area to select their daily assignment by seniority.

7.) The Maintenance Craft Director will be provided with newly submitted Preferred Assignment Selection Forms and Promotion Rejection Forms.

8.) A notice of all present vacancies in the maintenance craft will be maintained and posted on the maintenance bulletin board, with a copy supplied to the Craft Director, changes will be posted as they occur.

D.) MOTOR VEHICLE CRAFT

1.) Notices inviting bids for craft assignments shall be posted for ten (10) days, Invitation(s) for bids shall be mailed to employees absent on any type of leave who so request in writing and provide a personal mailing address.

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2.) The bidding process for VOA's and TTO's shall be done on a semi-annual bases. The parties will meet at least two (2) weeks prior to the posting of the semi-annual bids. During this time the TTO's will select their tractor by seniority, whenever possible. The bids must be completed two weeks prior to April 1st and October 1st.

3.) Seniority

- a.) TTO's and VOA's at the start of each tours normal starting time shall be allowed to choose their duty assignments by seniority as indicated below.
- b.) On a daily basis, TTO's will select a work location (area) in the NDC truck yard by seniority by initialing or signing the preferred duty sheet.

1) YARD LOCATIONS

- a. NORTH INBOUND
 - b. SOUTH INBOUND
 - c. NORTH OUTBOUND
 - d. SOUTH OUTBOUND
 - e. SOUTH EXTENSION
 - f. EXTENSION
 - g. EXTENSION
- c.) TTO's will be utilized in other work locations (areas) due to lunch and break schedules and can be utilized in other areas as during unusual situations. If this becomes the normal situation the parties will meet to discuss this issue.
- d.) VOA's preferred duty assignment schedule will be chosen after bid assignments are completed and will be followed for the entire bid period. They will select their preferred duty assignment on a rotating basis. The intent of this section is to ensure VOA's work either the outbound, inbound, yard moves (board) and the RMIS job sometime each week.

Exception:

1) When a vacancy(s) exists due to understaffing at the start of each tours normal starting time, the VOA's by seniority in on their regular scheduled day, will be given the option to choose any vacant position, regardless of their preferred duty assignment.

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This Local Memorandum of Understanding entered into on May 21, 2015, 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 Provisions of the 2015-2018 National Agreement.

For the Union

For the United States Postal Service

Chuck Camp

Mike Faber

Chuck Camp
President, APWU Local #7048

Mike Faber
USPS Labor Rep.

Policy on Details

- 1) All details to senior qualified positions of an anticipated duration of thirty (30) days or more will be posted for bid.
- 2) There will be no craft crossing.
- 3) Details to all temporary positions not requiring "Best Qualified" will be made by selection of the senior qualified bidder.
- 4) The Union will be notified of all details and a current list of all details will be provided monthly.
- 5) The posting and bidding of all details will be in accordance with Article 37, *38, and 39 of our Collective Bargaining Agreement.
*In the Maintenance craft, all details to higher level positions will be filled by employees on the respective Promotion Eligibility Register by seniority. Within occupational group(s), bidders will be determined by installation Maintenance craft seniority.
- 6) Bids submitted for senior qualified detail positions will be in the form of a letter of application, listing the employees name, address, seniority number and any applicable information requested on the posting.

6/12/87

/s/ Jim Burke

APWU National Business Agent

/s/ Larry Fitzpatrick

USPS-E&LR Officer

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Addendum #1 – Detail Policy

Any employee(s) who bid a detail job involving a different tour or position description, or both, will be considered to be in that position description or tour until such detail is terminated. In essence: They will not be considered under their normal bid position in any manner. They will be able to sign the Quarterly Overtime Desired List for the Detail Bid in accordance with Item 14.1 of the LMOU and Item 14.6, if applicable. They will also fall under Item 13 of the LMOU for Holiday Scheduling purposes for the bid detail position. They will fall under all other categories involving their new position description or tour or both based on leave (Item 4 and Item 12), Choice Vacation Period (Items 6 to 10) and any other section of the contract involving their respective change of tour or position description or both.

1/17/91

/S/ Vincent Jarducci

President, Local #7048

/S/ Miriam FO'Leary

Acting E & LR Officer

Addendum #2 – Detail Policy

Any employee, while in a bid detail, will not have to give up the bid detail unless one or more of the following takes place:

- 1) Local management curtails the detail using sound contractual reasons.
- 2) Employee who owns the regular bid position of the bid detail returns to the bid for a minimum of thirty calendar days.
- 3) Employee in the bid detail chooses to give up the bid detail by virtue of a letter to the installation head and/or labor relations. The employee would be returned to their original bid as soon as the detail bid is again filled.
- 4) Employee is the successful bidder to another bid detail.

9/17/91

/S/ Vincent Jarducci

President, Local #7048

/S/ Miriam FO'Leary

Acting E & LR Officer

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Tour Collision Policy

On the bid and on the award it will state that the employee will have Saturday and Sunday as his/her non-scheduled days on the first week of the new assignment. They will take the regularly scheduled non-scheduled days after the first week.

11/05/87

/S/ Vincent Jarducci
President, Local #7048

/S/ Miriam F O'Leary
Acting E & LR Officer

Maintenance Supplemental Overtime Desired List

It is agreed by the Maintenance Craft Director, APWU and the Maintenance Director that when the quarterly overtime desired list has been exhausted as per Article 8, Section 5.G.1 and Item 14 of the Local Memorandum of Understanding that the employer will choose from the quarterly ODL and use the following order:

- A) Qualified employees on the same tour and occupational group.
- B) Qualified employees on the other tours in the same occupational group and principle assignment.
- C) Qualified employees in the same occupational group on their tours.
- D) Qualified employees from other occupational groups.

12/01/87

/S/ Douglas W. Mirowski
Maintenance Craft Director

/S/ Donald C. Burkhart
Plant Maintenance Manager
Phila. BMC

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Modified Change of Schedule Policy between the American Postal Workers Union, Local #7048 and the USPS

1. Schedule changes (PS-form 3189) shall be granted to all regular craft employees by level and occupational group under APWU jurisdiction, as defined herein.

Maintenance Craft:

A minimum of 5% of the tour complement for each level and occupational group shall be granted an approved change of schedule for all Maintenance craft employees.

Motor Vehicle Craft:

This group specifically includes TTO's, VOA's and Dock Clerks. COS requests will be approved based upon the above percentages provided it does not cause overstaffing concerns. An example of Overstaffing could be an instance in which five (5) VOA's would be scheduled as a result of an approved COS.

Dock Clerks are under the clerk craft, but for purposes of this settlement for referencing only are under the MVS craft. In the event COS requests are disapproved based upon the above reason, the parties will meet to discuss possible ways to alleviate this problem.

Parcel/SPBS Keyers on Tours Two and Three:

A minimum of Four (4) Change of schedules guaranteed per day per tour. However for Saturdays and Sundays during the Choice Vacation Period on Tour Three the minimum will be set at five.

Parcel/SPBS Keyers on Tour One

- A. When Tour One schedules non-scheduled day(s) for regular clerk craft employees, change of schedule requests from a regular tour one employee to be regularly scheduled for the Sunday and/or Monday will be approved. All such COS requests will be approved provided that no more than 2 employees will become non-scheduled for any individual day of Tour One's normal work week as a result of 3189's.
- B. In the event PTF clerks are working on any Sunday or Monday, COS requests will be approved for regular clerk craft employees provided no more than two regular clerk craft employees will become non-scheduled for any individual day of tour one's regular work week as a result of approved 3189's. However they will need

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to submit a 3971 for the amount of hours needed to complete an 8 hour work day in the event there are no mail processing operations being performed. The 3971 will be for annual leave unless the employee's leave balance is below the number required to complete the guarantee period. The beginning time for the COS for a regular clerk craft tour one employee will be based on both the needs of the employee and management's scheduling needs.

- C. All other Clerk Craft position descriptions excluding Parcel/SPBS Keyers will be guaranteed a 5% minimum approved.
2. In the case where the complement percentage causes a decimal (e.g. .1) the number shall advance to the next higher number.
3. The earliest submission of a 3189 shall be at the start of the service week prior to the requested schedule change. The submission window will close after six hours of the normal tour on the Tuesday of the service week prior to the requested schedule change. Management will act on and return a properly submitted 3189 no later than the end of their normal tour on the Tuesday of the service week prior to the change and must return the 3189 no later than immediately following the first break of the employee's normal tour on the next day (Wednesday). This will allow employee's to submit their COS requests between the first and fourth days (Saturday, Sunday, Monday, and/or Tuesday). COS requests submitted by tour one Parcel/SPBS Keyers may be held in abeyance until the decision on PTF clerks and/or overtime scheduling is made. Management will make scheduling decisions as soon as possible and both the union and the employee will be notified without delay to assure COS is ruled on and returned to the employee by the end of their normal tour.
4. Later submissions will be approved/disapproved based on operational needs. No late submissions will be approved if timely submitted 3189's have been disapproved for the day or days requested. These requests must be returned by the end of the employee's normal tour.
5. This modified policy shall apply only to 3189's requesting a change of non-scheduled days and thereby excludes requests for change of tours or start times.
6. COS for days that fall within any Holiday schedules will be addressed the same as outlined above.
7. It is agreed that COS will not have to be approved under the guaranteed minimum for the following day or day(s): Super Bowl

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Sunday, Valentine's Day, Mother's Day Father's Day, Week of the 4th of July, Halloween, Day after Thanksgiving, Christmas Eve, and New Year's Eve.

8. Change of Schedules (3189) will be approved in a fair and equitable manner by seniority on a rotating basis. This will be done on a quarterly basis.

Quarterly basis shall be defined as:

January 1 through March 31

April 1 through June 30

July 1 through Sept. 30

Oct. 1 through Dec 31

Fair and equitable by rotation shall be defined as:

When two or more employees are submitting for the same day, the employee with less prior approved change of schedules for that day will be approved. Employees with an equal number approved will be ruled on by seniority. The parties will formulate a procedure that helps assure the above is maintained.

9. COS specifically requested for Union Business purposes will be approved and will not count towards the guaranteed minimum.

10. Employees cannot cancel their approved COS. They may submit an additional COS and be governed under #4.

11. An employee will carry with them their number of Change of Schedules approved during the quarter if for any reason their assignment is changed placing them on a different tour. This will be monitored in order to keep with the fair and equitable part of the agreement.

12. This modified policy will only remain in existence during the life of this contract **(9/20/2018) or until the LMOU period is finalized.** At that time or during local implementation period the local parties will discuss extending it any further. In the absence of mutual agreement the policy will revert back to its pre-modified existence. (Case number #CG-456 & 457, APWU 150-87 & 143-87: Regional # E4C-2A-C 46558 and E4C-2A-C 46388 and affirmed by Arbitrator Karen Koziara in Case # E7C-2A-C 24001, as well as ant settlement between the parties as it relates to the COS policy).

Vincent Tarducci

Vincent Tarducci

President, APWU Local #7048

Joseph Bates

Joseph Bates

Mgt Representative Phila NDC

June 1, 2012