

PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON **MAY 14, 1999**, AT PHILADELPHIA, PENNSYLVANIA, BETWEEN REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE, PHILADELPHIA, PA, AND THE DESIGNATED AGENTS OF THE PHILADELPHIA, PENNSYLVANIA AREA LOCAL APWU, AFL-CIO, REPRESENTING THE CLERK CRAFT, MAINTENANCE CRAFT AND THE MOTOR VEHICLE CRAFT, IN ALL MAIL PROCESSING FACILITIES AND CUSTOMER SERVICE OFFICES WITHIN THE JURISDICTION OF THE PHILA PA AREA LOCAL, APWU, INCLUDING, BUT NOT LIMITED TO, CITY STATIONS, AMC, GMF, AND VMF, PURSUANT TO THE LOCAL IMPLEMENTATION PROVISIONS OF THE **1998** NATIONAL AGREEMENT. THIS MEMORANDUM OF UNDERSTANDING AND THE PRESENT EFFECTIVE MEMORANDUM, DATED **MAY 14, 1996**, WHICH IS CARRIED FORWARD, CONSTITUTE THIS AGREEMENT.

ARTICLE 1 PERFORMANCE OF BARGAINING UNIT WORK

Supervisors must not do the work of the employees in bargaining units represented by the Union party to this Memorandum of Understanding, except in an emergency, for the purpose of training or instruction of employees, to assure the proper operation of equipment, to protect the safety of employees, or to protect the property of the USPS. An emergency is defined as, "An unforeseen circumstance or a combination of circumstances which calls for immediate corrective action and one that is not expected to be of a recurring nature."

ARTICLE 4 TECHNOLOGICAL AND MECHANIZATION CHANGES

In recognition of the need for improvement and of the constant necessity for change and progress to achieve such improvement, both parties agree to the following:

That the Union signatory to this Memorandum of Understanding be permitted to review contemplated changes which affect the working conditions of the employees of the USPS, Phila. PA.

ARTICLE 5 PROHIBITION OF UNILATERAL ACTION

Section 1.

While a number of specific items have been outlined in this Memorandum of Understanding, it is the intention of the Union party to this Memorandum, the Postmaster and Management of the USPS, Phila. PA, to continue the good policy that has already been in effect to the extent that the officials of this Union will always be welcome in the offices of the Postmaster and Managers to discuss any matter relating to the welfare of the employees and the good of the Service, whether or not such matter is stipulated in this Memorandum of Understanding. Further, Management agrees to consult with the Local Union President (or his/her designee) prior to adopting any local procedure materially different from existing practices where the comfort or welfare of the employees is directly concerned.

It must, however, be understood by Management that consultation entails discussion of controversial subjects, and that final decisions must be based on the results of such discussion.

Past practices shall continue to be in effect, and shall be determined by discussion with the APWU and Management's representatives.

Section 2.

It is recognized by both parties that on occasion emergency conditions may exist which would encourage the employer to consider the curtailment of mail. In cases of such emergency conditions the employer will take into consideration such factors as:

A. The safety and health of its employees and its obligations to its customers.

B. Acts of God, and local emergency conditions such as, but not limited to, civil disorders and general interruption of public transportation.

Prior to taking any action to curtail the mail the employer will make every effort to notify the Union of its decision and plan of implementation.

C. The Postal Service shall furnish to the Union a copy of its contingency plan concerning bomb threats except as to the personal telephone numbers of postal officials and for limited use in accordance with the reasonable exercise of managerial discretion and responsibility.

ARTICLE 7 EMPLOYEE CLASSIFICATIONS

Section 1. Part-Time Flexibles

A. Management shall make every effort to see that part-time flexible employees are utilized as close to forty (40) hours of work each week as is possible.

B. Every effort shall be made to equalize the number of hours worked by part-time flexible employees.

C. There must be a continuing effort made by Management of this office to minimize the number of part-time employees and to convert all such eligible employees presently on the rolls to full-time, in accordance with the National Agreement. Employment of casuals must be consistent with the National Agreement. An accounting period complement report will be furnished to the Union.

D. Management shall advise the Union signatory to this Memorandum of Understanding of the intention of hiring new personnel as soon as they receive authorization for such hiring.

Section 2. Work Assignments

The Union party to this Memorandum of Understanding must be notified and consulted when it is contemplated to combine the duties of more than one craft to establish a new full-time position, so that we may consult with Management and each other, in determining the craft to which such positions will be assigned.

ARTICLE 8 BASIC WORK WEEK

Section 1.

As far as practicable, the basic work week shall be fixed for full-time and part-time regular employees, and the workdays shall be five (5) consecutive days within the service week.

Section 2.

Management shall consult with the Local President prior to reposting or changing any five (5) consecutive day basic work week schedule for full-time regulars to a rotating basic work week schedule and prior to the establishment of rotating basic work week schedules. It must, however, be understood by Management that consultation entails a meeting between the parties, and that final decisions must be based on the results of such meetings. In the event no agreement is attained, the issue is subject to the grievance procedure.

Section 3.

Every effort shall be made to provide the maximum number of Monday through Friday basic work weeks, in each Section/Tour, consistent with the operational needs.

Management will notify, in writing, the Local Union President, and meet with the Union, prior to reposting vacant assignments that change the basic work weeks, consecutive drop days, or loss of weekend drop days. Weekend drop days are described as Friday/Saturday, Saturday/Sunday, and Sunday/Monday.

Section 4.

The Local Union President, Vice President, Director of Industrial Relations or Treasurer shall be notified prior to any part-time flexible employee being assigned to a day work assignment, and/or any preferred duty assignment, when possible. If a move is made without prior notice, notification will be as soon as possible, but no later than seventy-two (72) hours after the movement.

Section 5. Hours of Work—Work Schedules

A. All posted drop days will be consecutive where practicable.

B. Part-time flexible scheduled employees will not be required to work more than six (6) consecutive days without a day off except during the month of December or at their own request, or in an emergency as defined in the National Agreement.

C. Part-time regular scheduled employees will not be required to work

more than six (6) consecutive days without a day off except during the month of December or at their own request, or in an emergency as defined in the National Agreement.

D. The weekly work schedules of full-time flexible and part-time flexible employees will be posted no later than the Wednesday preceding the service week involved; otherwise, the employees will assume the schedule previously posted. Part-time flexible employees' scheduled starting times are subject to change when necessary.

E. No employee will be required to report to work with less than a twelve (12) hour rest period between tours, excluding employees on the Overtime Desired List.

Section 6. Late Reporting

Regular/full-time employees reporting late up to 50 units (30 minutes) will be permitted to work their full eight (8) hour tour of duty in accordance with the F-22 Handbook by mutual agreement with their supervisor, or such supervisor may approve the employee's request for leave to cover his/her late arrival. When such accommodations are made, the employee will not be charged AWOL.

Section 7. Transportation

All required travel between sections, stations, air mail facility, or any other facility under USPS, Phila. PA, jurisdiction, when such travel is authorized during an employee's working tour of duty shall be done on the clock. If transportation is not provided by the Postal Service, such employee will be compensated for reasonable costs incurred, except that parking fees are not reimbursable. This provision does not include part-time flexibles who volunteer to go to other facilities to complete their work day.

Section 8. Pay Location Badges

A. All employee pay location badges must be in their designated areas at least five (5) minutes before the beginning and end of the tour. Lockable badge racks, where used, will be unlocked, and management will make pay location badges accessible to the employees, at a time sufficient to ensure that no employee is prevented from hitting the clock by their scheduled reporting time.

B. Pay location badges must not be removed from their designated areas until at least five (5) minutes after the start and end of the tour.

C. Employees' pay location badges will be handled only by authorized personnel.

ARTICLE 10 LEAVE

Section 1. Local Leave Program

A. All requests for leave will be given individual consideration. An employee who is unable to report for duty due to illness, injury, or because of an emergency shall notify his/her section or station as soon as practicable.

B. There will be no blanket orders charging all absentees with AWOL, no matter what day the absence occurs.

C. Retroactive changes will not be made on employees' leave entries for the purpose of avoiding payment of overtime.

D. All applications for Leave Without Pay (LWOP) shall be granted the same consideration as applications for annual leave or sick leave. No automatic AWOL because the employee has no leave. Employees requesting annual leave will receive priority over those requesting LWOP.

E. All calls for leave must be recorded on Form 3971, at once, by whomever answers the phone at the employees' office.

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

G. All applications for annual leave or sick leave in conjunction with leave without pay shall be granted the same consideration as applications for annual leave or sick leave. Priority for leave requests will be given in the following order: (1) annual leave; (2) annual leave in conjunction with LWOP; and, (3) LWOP.

Section 2. Annual Leave

A. The objective to be pursued is to grant annual leave wherever possible, as desired by the employee at his/her request throughout the year.

B. Employees will be permitted to accumulate annual leave to suit their own convenience up to the limit prescribed by the National Agreement.

C. Emergency annual leave will be granted at any time throughout the year, including December, subject to approval. Emergency leave is defined as leave which is requested when unforeseen events necessitate the absence of the employee from his/her duties. It does not necessarily include events and activities planned in advance. Employees requesting such leave shall not be carried AWOL pending approval.

D. Same day submission or receipt of leave applications will be decided on a seniority basis by tour and section/work location.

E. Full-time regular employees' short tour annual leave, same day requests, shall be considered to the maximum extent possible if part-time flexibles with the same qualifications are to be sent home with less than eight (8) hours of work.

F. Applications for annual leave for periods of less than eight (8) hours but not in excess of six (6) hours, submitted the same day of the requested leave, shall be approved or disapproved, and the employee shall be notified, not less than one (1) hour before the effective time of the leave requested. Applications for six (6) hours of leave shall be approved or disapproved, and the employee shall be notified, not less than 30 minutes before the effective time of the leave requested. Failure to notify the employee will be considered automatic approval.

G. Applications for annual leave starting on the employee's next scheduled workday, shall be submitted to the immediate supervisor prior to lunch, and shall be approved or disapproved, and the employee shall be notified not less than one (1) hour before the end of the employee's tour. Management's failure to notify the employee shall constitute automatic approval.

H. Applications for annual leave for periods of less than one (1) week will be approved or disapproved within twenty-four (24) hours. Where no action has been taken within this period, the request for such leave will be considered automatically approved.

I. Disapproval of any request for annual leave must be explained to the employee, in writing, by the disapproving supervisor on Form 3971 and simply stating "Service Needs" will not be an acceptable explanation.

J. Once annual leave has been granted or approved on a Form 3971 by a supervisor, the same may not be rescinded by any supervisor, except in a serious emergency as declared by the Vice President, Area Operations, Allegheny Area.

K. No later than the first of each November, a General Order will be issued advising all employees of the risk of losing an overaccumulation of leave and the date of the new leave year.

Section 3. Vacation Periods

A. Vacation schedules must be arranged so as to provide each full-time employee, part-time flexible and part-time regular employee with their desired periods whenever and wherever possible. Annual leave may be

granted up to the maximum amount of time credited to any employee. Employees will not be granted more than two (2) "First Choice Selections" during the choice vacation period. The two (2) First Choice Selections cannot exceed units of either five (5) or ten (10) working days in conjunction with employee's non-scheduled days.

B. The submission period for all annual leave requests, for choice vacation periods of one (1) week or more, shall be from **April 1st to April 15th** and all requests must be acted on no later than two (2) weeks after the final submission date. The choice vacation period will be **May 15** through **September 15**. The submission date notice must be posted for at least two (2) weeks, and no earlier than **March 1st**, but no later than **March 15th**. A duplicate Form 3971, prepared by the employee, must be returned to the employee, indicating the action taken by Management, within two (2) weeks following the closing date established. Where there has been no official action taken by Management within the two (2) week period, the requested leave shall be automatically approved.

C. The beginning day of the vacation period shall be the first day that is noted on the Form 3971 (Request for, or Notification of, Absence). Drop days that immediately precede the first day noted on the Form 3971, will be considered part of the vacation period (at the employee's option). Selection of scheduled vacation periods shall be made on a seniority basis. Cancelled selection vacation periods shall be posted and awarded on a seniority basis. The approved vacation selections shall be posted in each work section/tour and shall remain posted during the selection vacation period(s). Leave will be accredited in accordance with the Fair Labor Standards Act (FLSA).

D. Charge to leave without pay, the approved (annual leave) choice vacation period for which an employee has insufficient annual leave.

E. Employees who bid, or are re-assigned to a new section/ work location, shall be granted their approved vacation selection(s) as established by the choice vacation schedule in their former section/work location.

Section 4. Sick Leave

A. An employee who requests sick leave will be input in the time recorder for pay purposes only subject to later management approval or disapproval. There will be no blanket orders limiting or restricting the use of sick leave. When medical evidence is required after the employee's return to work, the employee must submit such evidence no later than three (3) days after having returned. For absences of three (3) days or

less, supervisors may accept the employee's statement explaining the absence. Medical documentation or other acceptable evidence is required only when the employee is on restricted sick leave or when the supervisor deems documentation desirable for the protection of the interests of the Postal Service. There must be justification to require employees who are not on restricted sick leave to submit evidence for absences of three (3) days or less.

B. All objections to a doctor's certificate must be put in writing on Form 3971 with an explanation stating why it is not acceptable.

C. A doctor's certificate shall not be required from an employee for absences if such absences were at the request of, or with the permission or advice of, the Post Office Medical Units in writing.

D. No minimum sick leave balance shall be established below which an employee's sick leave record would be automatically considered unsatisfactory.

E. Management must review Letters of Notification quarterly. If there is substantial improvement of absences charged to sickness, the employee's name should be removed from the restricted list and the employee shall be notified in writing of such action.

F. Requests for advanced sick leave shall not be refused solely because the employee has no sick leave, or has a low sick leave balance.

Section 5. Blood Bank Donations

It is agreed that employees excused from their regular tour of duty to make donations to the Red Cross or other non-profit blood bank will receive four (4) hours Administrative Leave. This provision will be handled in accordance with the Annual Leave provisions of the Local Memorandum of Understanding. Such requests shall be treated the same as requests for annual leave. Employees not able to donate blood for any reason will be granted travel time from their work location to the blood bank and back to their work location.

Section 6. Union Leave

A. Requests for leave to participate in Union activities shall not be charged against the employee's choice vacation period; it will, however, be charged against the overall allotment of leave normally granted to the work unit where the Union officer is assigned.

B. An employee requesting leave to attend a function held by the Union signatory to this Memorandum of Understanding shall be granted leave to the maximum extent possible.

ARTICLE 12 SENIORITY

Section 1. Probationary Period

When a probationary employee's work is alleged to be unsatisfactory he/she will be so advised in writing by use of Form 1750 stating the reason for such unsatisfactory rating. He/She shall also be advised on Form 1750 of what he/she is expected to do to improve.

Section 2. Seniority Lists

A. Separate seniority lists for all crafts must be posted and kept current in all sections and/or stations or work units where these crafts are employed. Copies of these seniority lists will be furnished to the local Union having exclusive recognition for such craft.

B. Craft seniority lists will be posted and kept current in all sections, stations and units for all tours, with a copy to be furnished to all Craft Directors.

C. The Installation Head shall furnish an updated seniority list to the Union quarterly, at the Labor-Management Meeting. This seniority list shall be by craft, section and tour, and it shall include all employees in that craft, section and tour, with their job and job number. All vacant positions will also be listed on a semiannual basis.

D. The Employer will give to the Union, for each accounting period, floor rosters of employees in the bargaining unit, where maintained. If such rosters are not maintained, the Employer will provide any available list of employees, including seniority lists, by tour and section, if such lists are maintained. The Employer will provide reasonable access, during normal office working hours, to the Union for the purpose of reviewing the employee complement cards.

Section 3. Authorized Positions

A list of all authorized individual positions (HRIS job slot identification list) by section or station for each craft shall be furnished to the Union every January and July. This list shall include names, job identification numbers, job descriptions, pay locations, work locations, tours, drop days, starting times and job qualifications.

Section 4. Promotions and Reassignments

Employees requesting promotion and/or reassignment to another craft will be given an opportunity to take the appropriate examination if necessary for such craft and upon passing said examination, be given primary

consideration for such change before any non-postal employee is given such consideration.

Section 5. Training

A. Employees will be permitted a temporary change of starting time and basic work week at their request when they are the successful bidders for training classes, if such training is available only on other tours.

B. All available training opportunities will be posted. All training classes should be made available on all tours.

C. Training will be provided for all employees required to operate unfamiliar equipment.

D. All employees will be given full advantage of all scheduled training opportunities to the fullest extent contemplated by existing regulations.

E. All training for supervisory promotion or in essential craft skills both for promotion or reassignment, will be conducted on an as-needed basis and shall be made available to all qualified, interested employees. Such programs shall be conducted either on and off the clock and on and off the premises as appropriate.

F. Qualifications for training will be discussed with Management by the Union signatory to this Memorandum of Understanding.

G. The PEDC shall make available all training programs in order to afford employees opportunities for self-development, including the use of postal facilities for noncompensable training in college-accredited courses, consistent with the ELM (Employee and Labor Relations Manual), applicable USPS Handbooks and the National Agreement.

H. Consideration will be given to requests for leave without pay by full-time employees to attend college, university, or other training or educational institutions. An official transcript of courses taken must be submitted to the Installation Head. The objective to be pursued is to grant leave without pay for educational purposes whenever possible, subject to operational requirements, as desired by the full-time employee. LWOP in excess of one year is subject to the approval of the Vice President, Area Operations, Allegheny Area, but not to exceed two (2) years.

Section 6. Transfers

Management shall consider the APWU President's requests for transfers and reinstatements.

Section 7. Details

A current list of all details utilized, whether in or out of sections, unit, stations, must be kept in the personnel section for all crafts. A copy of

such shall be submitted monthly to the Union signatory to this Memorandum of Understanding.

ARTICLE 13
ASSIGNMENT OF ILL OR INJURED
REGULAR WORK FORCE EMPLOYEES

Section 1.

The number of light-duty assignments within each craft or occupational group shall be consistent with good business and past practices so that no assigned full-time employee will be adversely affected.

Section 2.

Assignment of employees to light-duty assignments must be consistent with the employee's medically-defined work limitation tolerances. Consideration for such light-duty assignments must be made to the extent that there is adequate work available within the employee's work limitation tolerances; within the employee's craft or occupational group; in the work to which the employee is regularly assigned; and during the hours when the employee regularly works; that work shall constitute the light duty to which the employee is assigned.

Section 3.

If adequate duties are not available within the employee's work limitation tolerances in the craft or occupational group and work location/section to which the employee is regularly assigned, within the employee's regular hours of duty, other work may be assigned within that section.

Section 4.

If adequate work is not available in the section within the employee's regular hours of duty, work outside the employee's regular schedule may be assigned as light duty. However, all reasonable efforts shall be made to assign the employee to light duty within the employee's craft or occupational group, and to keep the hours of light duty as close as possible to the employee's regular schedule.

Section 5.

An employee may be assigned a light-duty assignment outside of the work section to which the employee is normally assigned only if there is not adequate work available within the employee's work limitation tolerances in the employee's section. In such cases, every effort will be made to assign the employee to work within the employee's craft or occupa-

tional group and within the employee's regular schedule.

Section 6.

Temporary light-duty assignments will be granted up to sixty (60) days at a time, with the understanding that extensions can be granted beyond sixty (60) days upon medical certification.

Section 7.

All Permanent Light Duty (PLD) assignments will be numbered for identification and subject to being refilled by PLD employees only. Once an employee is placed on permanent light duty, their position will be declared vacant and subject to posting, reversion or withheld pursuant to Article 12 in accordance with the National Agreement, unless they remain assigned to the same position they currently hold, in which case their bid duty assignment will be considered a PLD assignment but will not be subject to PLD replacement or posting if the employee recovers.

Section 8.

In the event work is not available within an employee's craft or occupational group, the Local Union President shall be given written notification of any proposed cross-craft assignment. Notification will be as soon as possible, but no later than seventy-two (72) hours after assignment.

Section 9.

The Local Union President shall receive written notification when it is proposed to reassign an employee under the "Rehabilitation Program" to a cross-craft assignment or an assignment outside of the employee's former assignment.

Section 10.

Management will make every effort to provide and maintain an adequate number of light duty chairs to be utilized by all ill or injured work force employees whose restrictions require their use, on all tours.

**ARTICLE 14
SAFETY AND HEALTH**

Section 1. Local Safety and Health Policy

A. It is agreed the Safety and Health Program will be maintained vigorously as a cooperative endeavor between the USPS, Phila. PA, and the Union. Supervisors will give their fullest attention at all times to this program. Both parties will do all they can to provide the best working conditions.

B. The safest working conditions shall prevail. Both parties will cooperate to the fullest extent in their continuing objective to eliminate accidents and safety hazards. Every possible precaution shall be taken for the safety of employees during the hours of employment.

C. Immediate, prompt and efficient attention will be given all employees who become ill or injured on duty with all required medical attention.

D. Accident reports will be completed within twenty-four (24) hours, in compliance with the ELM.

E. All work units shall have a prominently posted list of telephone numbers to call for particular emergencies such as medical, police or fire.

F. All safety and health standards must conform to the Occupational Safety and Health Act as administered by the U.S. Department of Labor (Steiger-Williams Act), or postal standards, whichever is most stringent.

G. There shall be a craft member on the Safe Driver Award Committee from the same craft as the employee involved in the accident being reviewed.

Section 2. Local Safety and Health Committee

A. A joint Labor-Management Safety and Health Committee shall be established as provided for in Article 14 of the National Agreement. The President of the Union or his/her designees shall serve as committee members. The Union and the Employer endorse and actively support the rules and regulations for promoting safety and health. Meetings of the committee shall be held on official time at least quarterly. Special meetings of the Safety and Health Committee may be requested by either party, subject to approval of the chairperson.

B. At least one member of each craft shall be furnished to the Safety and Health Committee by the Union signatory to this Memorandum of Understanding. More may be designated by mutual consent and in accordance with the National Agreement. All minutes of Safety and Health Committee meetings are to be sent to the signatories and also posted in all order books.

C. The craft safety and health representative to the Safety and Health Committee shall be permitted free access to any area in which unsafe or unsanitary conditions have been reported by a member of the craft, upon written request to the chairperson of the committee. Such request shall not be unreasonably denied, and shall be done on the clock.

D. Periodic surveys will be conducted by safety technicians to determine if noise, dust, heat and air conditioning levels conform to accept-

able safety standards. Union representatives on the local Safety and Health Committee will be notified prior to and permitted to accompany the Safety Officer conducting the inspection. Results of such surveys shall be given to the Union signatory to this Memorandum of Understanding.

E. A subcommittee will be established within the Safety and Health Committee composed of Management and the Union signatory to this Memorandum of Understanding, not to exceed five (5) members, to study the feasibility of establishing a child care center on the premises for the children whose parents work in the USPS, Phila. PA.

F. Regularly scheduled safety talks shall be held by the unit supervisors for all employees on the clock, at least once a month.

G. The Medical Unit will be staffed with a qualified physician and registered nurse on all tours.

Section 3. Local Safety and Health Conditions

A. Every effort will be made to keep current with a satisfactory cleaning program for lighting fixtures, with prompt replacement of defective lamps.

B. Trash containers must be lined with disposable inserts, and will be steam-cleaned as required.

C. Foul weather gear will be made available for the use of all clerks required to work outside in inclement weather.

D. Employees assigned to outside work shall have priority for surplus military overcoats, ponchos and raincoats. Every effort shall be made to procure such items through regular requisition procedures where possible and through surplus from other agencies when available.

E. Management shall request air conditioning in all postal facilities. Quarterly progress reports shall be furnished to the Union signatory to this Memorandum of Understanding.

F. Every effort shall be made to balance air conditioning at a comfortable temperature in all work areas.

G. In compliance with federal regulations, ample comfort facilities must be readily available wherever workers are employed.

H. There will be an ample supply of benches, stools and/or chairs for employee swing rooms and locker rooms.

I. All employees must be provided with a clean locker with ample room for work clothes and year-round outdoor clothes.

J. All employees must be provided with adequate locker and swing room space and toilet facilities.

K. Upon completion of orientation, all newly hired personnel will be assigned lockers.

L. Management shall be responsible for the maintenance and cleanliness of workroom floors, drinking fountains, swing rooms, lavatories and carrier cases, and to ensure adequate light, heat and ventilation in all units.

M. Employees will not be required to use hampers containing refuse for movement of mail.

N. Oiling and general clean-ups will be done at such times when there are no employees in the clean-up area. This type of work must be performed in coordination between Operations and custodial maintenance supervisors and must not inconvenience or cause discomfort to other working employees.

O. All loading platforms must be equipped with loading ramps which meet the requirements of the specific platforms involved.

P. All employees involved in loading and unloading, handling of parcel post, hampers, dinkies, nutting trucks, etc., shall have priority for issuance of work gloves.

Q. Management will make every effort to provide and maintain an adequate number of fans in working order in all areas.

Section 4. Fire Drills

A. There will be a fire drill for all employees at least once each year, for all tours and at all stations, annexes and facilities. This includes an evacuation at least once a year. Report of drills will be furnished to the Safety and Health Committee.

B. All routes to fire exits must be clearly marked and followed for fire drills.

C. All safety deficiencies discovered during such fire drills must be corrected as soon as possible.

Section 5. Security

The Postal Service shall make every effort to provide adequate security force patrols and security for employees in parking areas, and while en route to and from parking areas. Based on the specific needs of individual locations and hazardous areas, the Postal Service will take reasonable steps to safeguard employee security.

Section 6. Charity and Bond Drives

It is agreed that employees should participate in Savings Bond and charity drives on a voluntary basis and that their failure to participate in said drives

shall not result in their being penalized in any way.

Section 7. Public Address Systems

A. All Public Address (PA) systems must be properly redesigned so that they can be clearly heard and understood.

B. All professional baseball, basketball, football, and hockey games, in which a Philadelphia team is competing, will be broadcast on the PA system, as well as major sporting events such as world championship fights or play-offs. Where two (2) or more such events take place at the same time, the decision as to which shall be broadcast shall be made by the Steward representing the greatest number of employees in the work unit who has been designated by his/her Union to make such decisions. The names of such Stewards, in order of seniority, will be supplied by the Union having exclusive recognition for the majority of the employees in the particular work area.

Section 8. Storage Lockers

Social and Recreation will provide storage lockers for employees to temporarily store personal items that cannot be brought onto the work floors.

Section 9. Vending Machines

A liberal policy will be followed with regard to installation of vending machines consistent with good business practices, service requirements (such as space availability), and concurrence of any committee entitled to a voice in these matters.

No restraint shall be placed on employees who have been granted permission to use these machines, and permission will be granted to consume such purchases at or near those machines where said items were purchased.

ARTICLE 16 DISCIPLINE

Section 1.

Employees shall be informed of the supervisor's intent to initiate disciplinary action. Such notification will not be considered a discussion under the disciplinary procedures of Article 16.2 of the National Agreement. Employees will be informed when they are being given an official discussion, i.e., "this is an official discussion."

Section 2.

Whenever receiving a discussion under the disciplinary procedures of Article 16.2 of the National Agreement, or when being issued disciplinary action, hearing-impaired employees will be asked if they want an interpreter. If the answer is yes, an interpreter will be provided. Written communications of a hearing-impaired employee's conversation, other than an official voluntary statement, will not be retained, cited, or used for any purpose.

Section 3.

The employee must be informed of his/her right to seek representation. He/She shall also be informed of his/her appeal rights, including time limits.

Section 4.

No administrative or disciplinary action shall be taken against an employee, or become part of an employee's record, that was initiated by an unsubstantiated accident or complaint.

Section 5.

At the employee's request, he/she shall be shown his/her reference file held at the employee's work location/section.

Section 6.

In the event an employee's step increase is to be withheld due to excessive LWOP in accordance with the ELM, such employee will receive a written advance notice, and a copy of a Form 50 at a later date confirming that the step increase was withheld.

**ARTICLE 17
REPRESENTATION**

Section 1. Stewards' Meetings

Floor, unit and station Steward Meetings with management will be held at least once every quarter, at a mutually acceptable time, date and place.

Section 2. Union Recognition

A. Officers and other official representatives of the Union signatory to this Memorandum of Understanding will be recognized by management at all levels, for the purpose of liaison between said organization and Management and to expedite the processing of grievances and to permit amicable solution of most such problems at the point where they first develop. A list of all such officers and representatives will be furnished

to the Postmaster by the Union signatory to this Memorandum of Understanding. Such lists will include the employee's name, his/her organization title, payroll number, job title assignment, tour and home address.

B. The Postmaster will furnish and keep current, to the signatories of this Memorandum of Understanding, a list of those officials whom he/she has named as his/her designees.

C. The President, and/or his/her designee, including designated Stewards of the Union signatory to this Memorandum of Understanding, after showing proper identification, shall be afforded prompt, proper and due recognition by all supervisory personnel and management officials at all stations and branches and the Main Post Office in the USPS, Phila. PA, in carrying out their duties, responsibilities and obligations under this Memorandum of Understanding and the National Agreement.

D. General Officers, Craft Directors, Stewards or Chief Stewards of the Union signatory to this Memorandum of Understanding, after gaining permission from Management, will be permitted to make announcements of general interest to their members on the PA system.

E. Stewards and supervisors shall cooperate to the fullest extent in furthering the good of the service and the employees' welfare, by keeping employees currently informed of their rights and any change in policy or procedure, by the method of periodic discussions on the work room floor. A Steward will be furnished at the employee's request.

F. In order to distribute work evenly among part-time flexibles, a periodic review of part-time flexibles' time may be taken by APWU representatives to determine if inequities in distribution of time exist, with the correction of these inequities as its objective.

Section 3. Labor-Management Meetings

A. All crafts signatory to this Memorandum of Understanding shall each be entitled to one representative, on the clock, of its own choosing, at Quarterly Local Labor-Management Meetings, provided time spent in the meeting is part of the employee's regularly scheduled work day. The total number of representatives of the Union shall be limited to twelve (12), excluding technical advisors who can be scheduled to attend by mutual consent.

B. It is agreed that agenda items for discussion at the Quarterly Labor-Management Meetings shall be exchanged by the Union signatory to this

Memorandum of Understanding and the Postmaster (or his/her designee) nine (9) days in advance of the scheduled meeting. Items not placed on such agenda shall be discussed after completion of all items on the agenda. A written copy of answers to the Labor-Management Meeting shall be furnished to the Union within 14 days after the scheduled meeting.

C. The Union signatory to this Memorandum of Understanding will have a Labor-Management Meeting quarterly, on the fourth (4th) Friday of January, April, July and October. This will not include the Christmas Policy Meeting, nor does it preclude additional meetings by mutual consent. Scheduled Labor-Management meetings may be rescheduled by mutual consent.

D. There will be a Christmas Policy Meeting between the Postmaster or his/her designees and the Union signatory to this Memorandum of Understanding, on the second (2nd) Friday in November.

E. Committee Meetings for the following employee services must be held at least once every month: Cafeteria and Social & Recreation Committee.

F. The following committees will be staffed by at least one member from each craft whose name has been submitted by the Union having exclusive recognition for that craft: Cafeteria and Social & Recreation Committee.

G. All committees requiring a craft member will be staffed by members whose names have been submitted by the signatory Union.

H. Management will continue to supply the Union signatory to this Memorandum of Understanding with the same notices and communications as at present.

I. The American Postal Workers Union President or his/her alternate may be an observer at all USPS, Phila. PA, Employee Committee Meetings.

J. The Local Subcommittee on Child Care shall be maintained to evaluate and study the feasibility of providing child care assistance, and to assess the benefits of child care programs for employees. Recommendations and/or studies made by the Local Subcommittee on Child Care, upon approval by the Local Joint Labor-Management Safety and Health Committee, shall be submitted to the national level Task Force on Child Care. Upon approval of the Local Joint Labor-Management Safety and Health Committee, a written request shall be made to the national level

Task Force on Child Care that this USPS, Phila. PA, Office be considered as a test site in the event that the task force decides to implement a pilot program on child care.

K. In sections where space is available, management will provide a private area for the use of the union.

Section 4. Notification

A. The President of the Union signatory to this Memorandum of Understanding shall be given monthly statements by the Postmaster or his/her designee, listing all personnel actions taken within the previous month concerning members of his/her respective crafts, showing names, and all other pertinent information. Such information shall include, but not be limited to, such subjects as hiring, transfer, termination, promotion, etc.

B. The signatories to this Memorandum of Understanding must, at all times, be notified of any contemplated changes in authorized complements, in all categories of employment. This includes the hiring and termination of all employees.

C. The Union signatory to this Memorandum of Understanding shall be notified at least two (2) weeks, if possible, prior to any pre-employment orientation program for new employees, and the President (or his/her designee) shall be provided ample opportunity to address such new employee or employees, prior to their lunch break.

ARTICLE 20 PARKING

Section 1. The Assignment of Employee Parking Spaces

A. In the event parking spaces become available, Management agrees to consult with the Union on the allocation of slots.

B. It is agreed, first consideration will be allotted to handicapped employees.

C. Management will maintain a motorcycle and bicycle parking area within the GMF complex.

D. Management will make a concerted effort at all times to ensure that only postal employees are permitted to park in employee lots. No postal employee vehicles will be towed from any employee parking lot without prior notification to the employee and without giving the employee an opportunity to move the vehicle, except in an emergency, or where the vehicle creates an imminent safety hazard, or where an unauthorized ve-

hicle is parked in a handicap space. The union must be consulted with, and kept advised at all times, regarding any lot renovations or modifications which will impact on the availability of space.

Section 2. Progress Report

Parking facilities will be one of the prime goals of the USPS, Phila. PA, for its employees. Progress reports, regarding this objective, must be submitted at the request of the Union.

Section 3. Parking Committee

It is agreed that a committee will be formed, consisting of two (2) Management representatives and two (2) employee representatives designated by the Union, to visit each station and make recommendations relative to improving parking conditions, with the view of allowing employees the fullest extent of parking privileges as close to their stations as possible. The local Parking Committee will be maintained and will address parking problems.

ARTICLE 22 BULLETIN BOARDS

The Union signatory to this Memorandum of Understanding will be provided with glass enclosed bulletin boards of a suitable size with a lock and two (2) keys for said lock, in all stations, work areas and swing rooms, where space is available, as designated by the Union signatory to this Memorandum of Understanding.

ARTICLE 35 EMPLOYEE ASSISTANCE PROGRAMS

Management will maintain and publicize Employee Assistance Programs to help employees with serious problems affecting their work, e.g., alcoholism, gambling, drug addiction, family or personal illness, child care problems, etc.

Chronic alcoholism is recognized by the parties as a disease or illness and all efforts will be made by the parties to this Memorandum of Understanding to assist employees through the use of the Diagnostic and Rehabilitation Center, or any programs and/or facilities that are available for the treatment and cure of this illness.

**ARTICLE 37
CLERK CRAFT**

Section	1.	Overtime
Section	2.	Submission Period for Annual Leave
Section	3.	Holiday Schedule
Section	4.	Seniority
Section	5.	Posting and Bidding
Section	6.	Incumbency
Section	7.	Reassignments
Section	8.	Training
Section	9.	Details
Section	10.	Schemes
Section	11.	Wash-Up
Section	12.	Anti-Fatigue Break
Section	13.	Rest Bars
Section	14.	Work Ledges
Section	15.	Fixed Credit
Section	16.	Dress Codes
Section	17.	Automation Machines
Section	18.	Clerk/Special Delivery Messengers

Section 1. Overtime

A. Whenever possible, notice of overtime shall be given prior to the employees' lunch period, but never less than one (1) hour before the end of the tour. They will be required to work only the amount of overtime that was announced.

B. Any employee may request to be excused from working overtime. All such requests shall be given individual consideration. When good and sufficient reason is given, every effort shall be made to excuse such employee.

C. Employees who are required to work overtime can call home whenever and wherever possible.

D. Full-time employees and part-time regulars called in for overtime ahead of their regular starting time on a regularly scheduled day will not have their regular work schedule involuntarily curtailed.

E. Preference for overtime will be given to the employees in the work

unit where overtime will be utilized and to the craft which would normally be required to perform the work necessitating the overtime, consistent with the overtime provisions of this Article.

F. Full-time employees not on the Supplemental Overtime Desired List may only be required to work overtime doing similar work in the work location where the employees regularly work.

G. Overtime Desired List

1. There shall be two separate Overtime Desired Lists, one list for 10- and 12-hour volunteers, and one list for non-scheduled-day volunteers.
2. Employees on the Overtime Desired List can withdraw their names from the list, in writing, anytime during the quarter. The withdrawal will be effective the day after the withdrawal was submitted.
3. The Overtime Desired List shall be by tour and section except that there shall be a separate Overtime Desired List for all Flat Sorter Operators, and Mail Processors, by tour and section.
4. Overtime Desired Lists will not be used for holiday scheduling.

H. Supplemental Overtime Desired Lists

1. a. In an effort to avoid excessive mandatory overtime, qualified employees on an Overtime Desired List may volunteer to work overtime in other sections by signing a Supplemental Overtime Desired List. Qualified employees will be permitted to sign a Supplemental Overtime Desired List to work overtime on their non-scheduled day and/or before and after tour in other sections.
1. b. To be eligible to sign a Supplemental Overtime Desired List, employees must be on their section's Overtime Desired List. Supplemental lists will be used only after section Overtime Desired Lists and volunteers have been exhausted and before scheduling mandatory overtime. If an employee is excused three times, their name will be removed from the Supplemental List for the rest of the quarter. Overtime worked from the Supplemental List will not be counted as an opportunity for the section's Overtime Desired List.
2. a. Supplemental Overtime Lists will be established by tour

and the type of work to be performed, and shall be posted with the regular Overtime Desired Lists. Employees who sign the Supplemental Overtime Lists will be volunteering to work in specific work locations, such as Manual, Automation, Flat Sorter Machine, Small Parcel Bundle Sorter, etc. Employees who sign the before- and after-tour Supplemental Overtime list will be permitted to volunteer to work 10 hours and/or 12 hours.

2. b. At the end of the sign-up period for each quarter, the supplemental lists will be sent to the appropriate manager's office for consolidation. The consolidated list will be sent to each area to be posted. Management will be responsible for the daily administration of the Supplemental Overtime Desired Lists.
3. a. When overtime work is needed, if the section's Overtime Desired List and volunteers within the section do not provide sufficient employees, Management will use the Supplemental Overtime Desired List. The last recourse will be mandatory overtime being assigned to that section's employees.
3. b. Employees who sign the non-scheduled-day Supplemental Overtime Desired List shall be selected by seniority on a rotating basis. Employees who sign the before- and after-tour Supplemental Overtime Desired List shall be selected by seniority, with no rotation. Employees on the before- and after-tour Supplemental List will be selected by seniority from among those employees working at the time of the solicitation.
4. Also, an employee who withdraws from the Overtime Desired List in his/her section is automatically removed from the Supplemental Overtime Desired List.

I. When a full-time regular is declared the successful bidder for a job in a new section during a calendar quarter, he/she will have the opportunity to sign the Overtime Desired List(s) in the new section within ten (10) days of the effective date of the reassignment.

J. Whenever a part-time flexible is converted to full-time during a calendar quarter, he/she will have the opportunity to sign the Overtime Desired List(s) in the new section within ten (10) days of the effective date

of conversion.

K. While on temporary assignment, pool clerks are permitted to sign that section's Overtime Desired List provided they do so within ten (10) days from the date of the initial assignment. When the temporary assignment is completed, their names will be removed from the Overtime Desired List. During the temporary assignment, they will be passed over for Overtime Desired List opportunities in their original section.

L. In an effort to avoid excessive mandatory overtime for part-time flexible employees and full-time employees not on the Overtime Desired List, while utilizing the Overtime Desired Lists consistent with the provisions of Article 8 of the National Agreement and Article 37 of this Memorandum of Understanding, when needed, the selection for overtime work in the Clerk Craft shall be as follows:

1. 10- and 12-Hour Overtime Desired List — within section, up to 10 hours;
2. 12-Hour Overtime Desired List — within section, up to 12 hours;
3. Full-Time Volunteers — within section, by seniority;
4. Part-Time Flexible Volunteers — within section, by seniority;
5. 10- and 12-Hour Supplemental Overtime Desired List — up to 10 hours, by seniority; and the 12-Hour Supplemental Overtime Desired List — up to 12 hours, by seniority;
6. Transitional Employee Volunteers — by seniority;
7. Casuals;
8. Non-volunteers — Transitional Employees;
9. Non-Volunteers — Part-Time Flexible employees up to 10 hours (excluding December);
10. 10-Hour Overtime Desired List — within section, up to 12 hours;
11. Non-Volunteers — Full-time employees up to 10 hours (excluding December), by juniority, on a rotating basis.

M. Employees who have a 2-year and 5-year live record for a particular skill requirement will not be mandated to work overtime utilizing that skill outside of their bid assignment. The "live record" is for bidding purposes only.

N. Employees on light or limited duty will be permitted to sign the overtime desired list and/or volunteer to work overtime in the section to which they are temporarily assigned provided they are qualified and able to perform the overtime assignment. Employees temporarily assigned to light or limited duty during the calendar quarter will be permitted to sign

the overtime desired list in the section to which they are temporarily assigned, provided they are on the overtime desired list in their own section and provided they are qualified and able to perform the overtime assignment. Such employees will have ten (10) days from the date of their assignment to sign that section's overtime desired list. When the temporary assignment is completed, their names will be removed from that section's overtime desired list. During the light or limited duty assignment, they will be passed over for overtime desired list opportunities in their original section.

Section 2. Submission Period for Annual Leave

Applications for annual leave should be submitted not more than 14 days prior to the date requested. Applications for annual leave requests of one (1) week or more for non-established/posted choice vacation periods should be submitted not more than sixty (60) days prior to the date requested. An employee's duplicate Form 3971 must be returned to the employee within one (1) week. Where no action has been taken by the end of the 7-day period, the request for such leave will be considered automatically approved.

Section 3. Holiday Schedule

A. Management will determine the number and categories, by tour and section, of Clerk Craft employees needed for holiday work. Scheduling for the holiday and/or designated holiday will be in the following order:

1. Full-Time Volunteers — On their holiday or designated holiday, by seniority.
2. Part-Time Regular Volunteers — On their holiday or designated holiday, by seniority.
3. Casuals — Even if overtime is necessary.
4. Part-Time Flexibles — Even if overtime is necessary.
5. Full-Time Volunteers — On their non-scheduled work day, by seniority.
6. Part-Time Regular Volunteers — On their non-scheduled work day, by seniority.
7. Qualified Full-Time Volunteers — On their holiday or designated holiday from other sections within the GMF, by seniority.
8. Qualified Full-Time Volunteers — On their non-scheduled work day, from other sections within the GMF, by seniority.
9. Part-Time Regular Non-Volunteers, by juniority.
10. Full-Time Non-Volunteers, by juniority.

B. When a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

C. When an employee's scheduled non-workday falls on a day observed as a holiday, the employee's scheduled workday preceding the holiday shall be designated as that employee's holiday.

D. Volunteers working on their non-scheduled workday will not forfeit Overtime Desired List rotation. Overtime Desired Lists will not be used for holiday scheduling.

E. Full-time employees and part-time regulars may volunteer to work on both of their non-scheduled workdays during the scheduling for holiday and/or designated holiday work. However, no employee may be required to work on both of their non-scheduled workdays, except during the month of December. When the holiday and/or designated holiday period involves more than one day, scheduling must first be done for the day observed as the holiday, next for the day preceding the holiday.

F. Holiday schedules shall be posted as of the Tuesday preceding the service week in which the holiday falls.

G. When possible, two (2) days prior to posting and when requested by the Steward, Management will advise the Clerk Steward of the planned number to be scheduled.

H. The work schedule of part-time regulars shall not be changed to avoid the payment of holiday pay.

Section 4. Seniority

A. Overall or office-wide service seniority will prevail in all cases and for all Clerk Craft employees. This will include bidding for advertised assignments.

General reorganization (bumping) will at no time be permitted. Bumping on an individual basis will at no time be permitted.

B. Temporary movement of employees from their assignment to other work units is to be done by juniority, with details to be considered the most junior, regardless of their length of service. They will be returned to their assignment by seniority. If lunch schedules were already assigned, such employees will retain their own lunch schedule, where practicable, and be granted enough time to return to their home unit to pick up their lunches before hitting off for lunch.

C. The seniority of a full-time employee or part-time regular working on a non-scheduled day shall not supercede the seniority of a full-time

employee or part-time regular employee working on their bid assignment and regularly scheduled day.

D. Full-time employees and part-time regulars will not be bumped from their assignments to be utilized elsewhere on the floor, if they are to be replaced on their regular assignment by another clerk with equal knowledge.

E. Outgoing Mail Clerks shall be moved back to their Secondary Units by seniority with senior qualified to be moved first. Incoming Mail Clerks shall be moved from the Primary Section to their Secondary Units by seniority with senior qualified unit employees to be moved first.

F. In work areas within a Section, Station, Air Mail Center, or any facility under the USPS, Phila. PA, jurisdiction where employees have duty assignments with schemes or specialized skill requirements, the leave program, holiday scheduling and Overtime Desired List shall be administered separately.

Section 5. Posting and Bidding

A. All clerical vacancies, as they occur, will be advertised for bid and posted in all order books and on all bulletin boards for at least twelve (12) calendar days prior to the closing date of application. The senior applicant shall be considered as the successful bidder where no other qualifications are required. If the vacancy is reverted, the local craft Union shall be advised of this action no later than twenty-one (21) calendar days after the vacancy occurred.

B. All newly-established duty assignments must be posted for bid no later than ten (10) days.

C. If a vacancy not held pursuant to Article 12 or under consideration for reversion in accordance with Article 37.3.A.2 of the National Agreement is not posted within twenty-one (21) days after the vacancy occurred, the vacancy must be posted immediately with the same duty requirements and specifications as previously occupied.

Notice of withholding pursuant to Article 12 or reversion under Article 37.3.A.2, must be in writing within twenty-one (21) days of vacancy.

D. PS Form 1717 or PS Form 1717A, or a locally designed multi-bid form which requires only the basic information on PS Form 1717, shall be used to bid on duty assignments by employees eligible to bid. **When computerized bidding is available to all employees in a facility, tele-**

phone and computerized bidding is mandatory. Where telephone bidding is the only alternative form of bidding, bids may be submitted by telephone.

E. Large, locked, glass-enclosed bulletin boards will be furnished at all stations, on all GMF and AMC work floors, and adjacent to the GMF cafeteria, for posting. The bulletin boards on the GMF, 5th floor, adjacent to the cafeteria, are the official posting boards.

F. Posted job vacancies will include the HRIS identification number (job number) and the length of the lunch period, as well as other items listed in the National Agreement.

G. All jobs will be worked as advertised. All permanent changes of duties (as compared with past practices in effect from previous Local Memorandums of Understanding), principal assignment area, new or additional schemes, basic work week, or starting time in excess of one hour, will have to be posted for bid, unless otherwise agreed to by mutual consent between the signatories to this Memorandum of Understanding, after consultation between the two parties.

H. When, after a vacancy is posted, and during the time the successful bidder is being selected, it is determined that additional positions have become vacant that are exactly like the posted vacancy, these additional vacancies may be filled by using the then senior bidders for the original vacancy, without reposting.

I. The successful bidder will be placed in his/her new assignment within ten (10) days following the posted notice informing him/her that he/she is the successful bidder. The Union will be furnished the senior/successful bidders' list within seven (7) days of the closing date. This list shall include the qualifications of the new position, the employee's name, I.D. number, seniority, and the new and former positions' I.D. number, drop days, pay location, tour, starting time, work location, and job description.

J. When any advertised vacancy is filled, an order shall be issued showing the name of the successful bidder, his/her seniority date and the advertisement number. Such order will be distributed and posted in every order book and on appropriate bulletin boards.

K. Employees expecting to be absent for an extended period of time may request, in writing, that all vacancy advertisements for which they are eligible, be mailed to the address they leave with Personnel, bidding section.

L. Where a qualifying examination is the only additional essential to a

position, and no list of such qualified employees exists, the appropriate examination will be held for the bidders for this position. The senior bidder who passes the examination will be declared the successful bidder. Back-up employees will also be selected from this examination where practicable. Such list shall be retained no more than two (2) years from the date of such examination, unless a new examination is unavailable.

M. Where a qualifying examination is essential to a position, Management will make every effort to have these examinations held as expeditiously as possible, but at least every 90 days.

N. There will be no internal bidding.

O. Before any part-time flexible employee, converted to full-time, is assigned to a day-work assignment(s) and/or assigned to a preferred-duty assignment(s), such duty assignments(s) and/or preferred-duty assignment(s) must be in conformity with the provisions outlined in Article 7 and 37 of the National Agreement.

P. The PEDC will be staffed with adequate training technicians on all tours, except Tour 2 on Saturdays, to make facilities available for all employees for training.

Q. Temporary and permanent light- or limited-duty personnel will be permitted to bid and be awarded a position provided such assignment is within the employee's light- or limited-duty restrictions, pending necessary qualification.

R. In order to afford all employees an equal opportunity to bid and apply for jobs and training, all vacancies, newly established duty assignments, lists of senior and successful bidders, job reversion notices, notices of examinations and training opportunities must be posted on all bulletin boards. The bulletin boards on the 5th floor, GMF, adjacent to the cafeteria, are the official posting boards.

S. Window, office, and data technician pool clerk positions, along with other pool clerk positions, shall be worked as advertised. Advertisement notices must state if the pool clerk position has fixed drop days, or if the senior successful bidder will assume the drop days of the bid pool assignment.

Section 6. Incumbency

An incumbent shall have the option of accepting a new reporting time, with the approval of the Local Union President. If the incumbent accepts the new reporting time, the assignment will not be reposted.

Section 7. Reassignments

A. When reassignments become necessary as a result of mechanization which changes the basic character of the job, Union representatives of the employees in the affected sections will be consulted for advice on how these reassignments should be made. Consultation should bring out scheduling, job descriptions, assignment titles and other points pertinent to those people who will be employed in the affected sections. Training for such new jobs would be on a voluntary basis, being offered first to employees in the area where the changes are being or have been made.

B. Reassignment of employees excess to the needs of a section should be limited to a section, station, Air Mail Center, or any facility under the USPS, Phila. PA, jurisdiction. Parcel Post delivery units and Delivery Bar Code Sorter units in a station will be considered separate sections for excessing purposes. When excessing occurs, junior employees in the affected sections or stations would be the first ones excessed.

C. A section shall be defined as each floor by tours. **FSMs and SPBSs shall be considered separate sections by tour and floor for excessing purposes.** Automated equipment such as OCRs, BCSs, DBCSs will be considered separate sections by tour for excessing purposes. For all sections not covered by the above, the employee's pay location shall be the determining factor.

D. Whenever excessing within a section becomes necessary, affected employees shall be notified that they are to be excessed and/or their job will be abolished as much as six (6) months in advance of the effective date, whenever possible.

Section 8. Training

A. Management will meet with Clerk Craft Officers of the APWU to find a method for training a sufficient number of full-time clerks in station and window work, Customer Service, Finance, and Labor Relations, to establish a pool from which absences in USPS, Phila. PA, complement could be immediately covered. Additionally, it is agreed to extend this coverage to any subsequent changes.

B. The trainees will be selected from senior applicants bidding for this training program after it has been posted for bid.

Section 9. Details

A. Details to all authorized temporary positions not requiring "Best Qualified" will be made by selection of the senior qualified bidder after the detail has been posted.

B. A detail position/assignment is any assignment of an employee to a

preferred-duty assignment for a temporary period of time to perform duties and responsibilities other than those specifically set forth in, or that are not a part of, such employee's regularly assigned position or schedule.

C. For temporary filling of detail assignments requiring typing skills, a detail volunteer typing list will be established, posted, maintained and utilized by tour and section. Employees must be qualified before being placed on the list. The list will be updated within one (1) week after notification by the qualified employee requesting to be placed on the list.

Selection for such typing detail assignments will be made by seniority within the tour and section. In the event that there are insufficient qualified volunteers within a section, preference for such assignment will be given to other qualified volunteers from outside the section by seniority, on tour. In the event that there are insufficient qualified volunteers on tour, such assignment will be posted for bid.

D. While on temporary assignment, detailed employees will be permitted to sign the Overtime Desired List of the section to which they are detailed, provided they do so within ten (10) days from the date of the initial assignment. When the temporary assignment is completed, their names will be removed from that Overtime Desired List. During the temporary assignment, they will be passed over for Overtime Desired List opportunities in their original section.

E. An employee's temporary assignment may be terminated at any time, either at management's discretion or at the request of the employee.

F. Casual employees will not be permitted to perform any preferred duty assignment or duty assignments requiring a specialized skill, and will only be utilized in the Clerk Craft to perform mail handling, mail processing, or a combination of such duties on a supplemental basis.

Section 10. Schemes.

A. All clerks with twenty-five (25) years of service or past fifty-five (55) years of age with a minimum of five (5) years of postal service shall be exempt from scheme examination unless they bid a new assignment requiring a scheme or needs indicate they require re-examination.

B. Employees scheduled for an examination in any particular scheme, upon their request, shall be given an opportunity, when practicable, to work that scheme prior to the examination, provided they have attained 90 percent proficiency. No employee will be required to study and/or pass a second scheme which he/she will not work.

- C. Scheme examinations will be set up exactly as worked on the job.
- D. New part-time flexibles must be given their schemes within three (3) working days after being hired.

Section 11. Wash-Up

Clerks performing dirty or toxic work in stand-up jobs, such as, but not limited to, flat-size cases, hamper line-up, pouch opening table, culling belts, small parcel and roll racks, flat sorter machine, and employees performing allied duties in the automation section, shall be granted twelve (12) minutes wash-up period before lunch, and twelve (12) minutes wash-up prior to the end of tour. Other clerks will receive a six (6) minute wash-up period before lunch and a six (6) minute wash-up period prior to the end of the tour.

Section 12. Anti-Fatigue Break

A. All clerks will be given a 15-minute anti-fatigue break before lunch and after lunch. An additional 15-minute break will be given for a call of two (2) hours overtime.

B. After approximately two (2) hours, employees will be given a 15-minute anti-fatigue break. Scheduled breaks shall not immediately precede a lunch period or an employee tour change, shall not exceed two (2) in one tour, except when overtime is worked, and shall not interfere with dispatch schedules.

Section 13. Rest Bars

Rest bars will be provided for all cases with the exception of Tour 1 secondary unit flat cases. It is mutually agreed that management will modify or replace existing secondary unit flat cases to accommodate the use of rest bars. Anti-fatigue mats will be provided until the cases are modified or replaced.

Section 14. Work Ledges

No more than one (1) tray at a time will be placed on work ledges. There shall be no stacking of work ledges.

Section 15. Fixed Credit

A. All clerks should be present whenever their fixed credit is being audited. If absent, a witness whom they have designated in advance will be used.

B. Prior to assigning employees to duties which require financial responsibility, all required and necessary on-the-job training and/or PEDC training will be provided.

Section 16. Dress Codes

On duty dress codes for all clerical personnel will be discussed by Management with APWU. After mutual agreement such codes will be posted and enforced.

Section 17. Automation Machines

A. Management shall provide anti-fatigue mats on all OCR, BCS, DBCS and LM/LM machines.

B. When possible, management will provide stationary tray-racks on OCR, BCS, and DBCS machines.

C. When possible, OCR, BCS and DBCS machines will be equipped with tray take-away systems.

Section 18. Clerk/Special Delivery Messengers

A. Route definitions and the Clerk/Special Delivery Messengers assigned to such routes shall be permanently posted. These routes will be considered to be the assigned Clerk/Special Delivery Messenger's basic territory. This does not preclude management's right to assign other duties to Clerk/Special Delivery Messengers in accordance with the Clerk/Special Delivery Messenger job description.

B. When the volume of mail dictates the consolidation of territories, the senior Clerk/Special Delivery Messenger will have the choice of territory.

C. On any given day, when a route or routes have been absorbed due to a shortage of mail, the remaining routes will be covered by the senior assigned Clerk/Special Delivery Messenger. Any remaining work will be assigned to the next available full-time regular Clerk/Special Delivery Messengers by seniority.

D. When auxiliary help is required in more than one (1) territory, the senior available Clerk/Special Delivery Messenger will have the choice of territory.

E. All Clerk/Special Delivery Messengers will be supplied with a flashlight and his/her vehicle will be equipped with a spotlight, if available, if he/she is on night duty.

F. Every effort shall be made that all Clerk/Special Delivery Messengers are assigned appropriate and adequate vehicles that are in safe working order.

G. Clerk/Special Delivery Messengers will not be expected to physically endanger themselves in the delivery of the mail.

H. In the event that the City of Philadelphia local authorities de-

clare a state of emergency due to weather conditions, such declaration will be a factor in the determination of whether drivers will be required to go on the street. The final decision will be made by USPS Management.

I. Any Clerk/Special Delivery Messenger asking for a recount of mail must be given same on request or his/her word must be taken for the number of pieces he/she counts on the trip.

J. Street observation will be used only for the purpose of correcting improper conditions, surveying, analyzing, or investigating a route.

K. A vehicle assigned to a route will not be assigned to anyone else, whenever possible.

L. When the Clerk/Special Delivery Messenger's accident report is filled out, it shall be done by the employee. It shall then be reviewed that same day by the Clerk/Special Delivery Messenger steward, if available on tour, before being submitted.

M. Industrial accidents resulting from the use of defective, overloaded equipment or unsafe working conditions, not caused by the driver, shall not be cited or considered as an element of a driver's record in any subsequent decision to revoke or suspend a driver's OF-346. In the event that there is a disagreement between Management and the driver and/or Steward regarding the issue of defective, overloaded equipment or unsafe working conditions, such disagreement is subject to the grievance-arbitration procedure.

ARTICLE 38
MAINTENANCE CRAFT

Section	1. Overtime
Section	2. Submission Period for Annual Leave
Section	3. Wash-Up
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Section	10. Reassignments
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Section	13. Uniform Allowance
Section	14. Dress Codes

Section 1. Overtime

A. Whenever possible, notice of overtime shall be given prior to the employees' lunch period, but never less than one (1) hour before the end of tour. They will be required to work only the amount of overtime that was announced.

B. Any employee may request to be excused from working overtime. All such requests shall be given individual consideration. When good and sufficient reason is given, every effort shall be made to excuse such employee.

C. Employees who are required to work overtime can call home whenever and wherever possible.

D. Full-time employees called in for overtime ahead of their regular starting time will not have their regular work schedule involuntarily curtailed.

E. Preference for overtime will be given to the employees in the work unit where overtime will be utilized and to the craft which would normally be required to perform the work necessitating the overtime, consistent with the overtime provisions of this Article.

F. Full-time employees not on the Supplemental Overtime Desired List may only be required to work overtime doing similar work in the work

location where the employees regularly work.

G. Overtime Desired List

1. When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work.
2. Overtime Desired Lists for Maintenance Craft employees must be established by tour for each occupational group and level showing special qualifications, where necessary.
3. There shall be two separate Overtime Desired Lists. One list for 10- and 12-hour volunteers and one list for non-scheduled-day volunteers. Employees on the Overtime Desired List can withdraw their names from the list, in writing, any time during the quarter. The withdrawal will be effective the day after the withdrawal was submitted.

H. Supplemental Overtime Desired Lists

1. A Supplemental Overtime Desired List must be established by tour for each occupational group and level, showing special qualifications where necessary.
2. a. In an effort to avoid excessive mandatory overtime, qualified employees on an Overtime Desired List may volunteer to work overtime in other occupational groups by signing a Supplemental Overtime Desired List. Qualified employees will be permitted to sign a Supplemental Overtime Desired List to work overtime on their non-scheduled day and/or before and after tour in other occupational groups.
2. b. To be eligible to sign a Supplemental Overtime Desired List, employees must be on their occupational group's Overtime Desired List. Supplemental lists will be used only after the occupational group's Overtime Desired List and volunteers within the occupational group have been exhausted and before the scheduling of mandatory overtime. If an employee is excused three times, their name will be removed from the Supplemental List for the rest of the quarter. Overtime worked from the Supplemental List will not be counted as an opportunity for the occupational group's Overtime Desired List.
3. All qualified volunteers will be accepted even if higher level pay is required for the performance of lower-level duties (confined within the five (5) basic departments: building equip-

ment, building services, MPE, Maintenance Support and Field Maintenance) by higher level employees.

4. a. Supplemental Overtime Lists will be established by tour and the type of work to be performed, and shall be posted with the regular Overtime Desired Lists. Employees who sign the Supplemental Overtime Lists will be volunteering to work in specific occupational groups. Employees who sign the before-and after-tour Supplemental Overtime List will be permitted to volunteer to work 10 hours and/or 12 hours.
4. b. At the end of the sign-up period for each quarter, the supplemental lists will be sent to the appropriate manager's office for consolidation. The consolidated list will be sent to each area to be posted. Management will be responsible for the daily administration of the Supplemental Overtime Desired Lists.
5. a. When overtime work is needed, if the occupational group's Overtime Desired List and volunteers within the occupational group do not provide sufficient employees, management will use the Supplemental Overtime Desired List. The last recourse will be mandatory overtime being assigned to that occupational group's employees.
5. b. Employees who sign the non-scheduled-day Supplemental Overtime Desired List shall be selected by Maintenance Craft seniority on a rotating basis. Employees who sign the before-and after-tour Supplemental Overtime Desired List shall be selected by Maintenance Craft seniority, with no rotation. Employees on the before- and after-tour Supplemental List will be selected by Maintenance Craft seniority among those employees working at the time of the solicitation.
6. a. When overtime is needed in Maintenance Support, if the Overtime Desired Lists, Supplemental Overtime Desired Lists, and non-Overtime Desired List volunteers on tour do not provide sufficient qualified employees, overtime preference will be given to employees within the occupational group creating the need, regardless of tour, by Maintenance Craft seniority, on a rotating basis.
- 6 b. If there are insufficient volunteers within the occupational

group off tours, other qualified occupational group employees within the Maintenance Unit will be afforded an opportunity to volunteer by Maintenance Craft seniority, on a rotating basis. Overtime preference will be given by occupational group, within the occupational group creating the need, regardless of tour, by Maintenance Craft seniority, on a rotating basis. The last recourse will be mandatory overtime being assigned to the respective unit's employees.

7. Also, an employee who withdraws from the Overtime Desired List in his/her occupational group is automatically removed from the Supplemental Overtime Desired List.
8. When a Maintenance Craft employee is declared the successful applicant due to filling a vacancy by preferred assignment or promotion eligibility registers during a calendar quarter, he/she will have the opportunity to sign the Overtime Desired List(s) to comply with the new duty assignment within ten (10) days after being placed in the new assignment.

Section 2. Submission Period for Annual Leave

A. Applications for annual leave should be submitted not more than 14 days prior to the date requested. Applications for annual leave requests of one (1) week or more for non-established/posted choice vacation periods should be submitted not more than sixty (60) days prior to the date requested. An employee's duplicate Form 3971 must be returned to the employee within one (1) week. Where no action has been taken by the end of the 7-day period, the request for such leave will be considered automatically approved.

B. A more liberal policy will be sought for granting weekend leave to maintenance employees whose workweek includes Saturday and Sunday.

Section 3. Wash-Up

All maintenance employees, except maintenance support positions not required to do dirty or toxic work, must receive a fifteen (15) minute wash-up prior to the employees' lunch period and a twenty (20) minute wash-up at the end of their tour. The employee may request and management may grant additional wash-up time on an as-needed basis. Maintenance Support Clerks, not required to do dirty or toxic work, will receive a 12 minute wash-up prior to lunch and the end of tour.

Section 4. Holiday Schedule

A. Management will determine the number and categories of maintenance employees needed for holiday work. Management will try to excuse as many maintenance employees from duty as can be spared on holidays. The categories will be by tour, section and occupational group in the following order:

1. Qualified Full-Time Volunteers — On their holiday or designated holiday, by Maintenance Craft seniority.
2. Casuals_Even if overtime is necessary.
3. Qualified Full-Time Volunteers — On their non-scheduled workday, by Maintenance Craft seniority.
4. Qualified Full-Time Volunteers — On their holiday or designated holiday by Maintenance Craft seniority, selected from other occupational groups, regardless of level.
5. Qualified Full-Time Volunteers — On their non-scheduled work day by Maintenance Craft seniority, selected from other occupational groups, regardless of level.
6. Qualified Non-Volunteer Full-Time Regulars, by Maintenance Craft juniority.

B. When a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

C. When an employee's scheduled non-workday falls on a day observed as a holiday, the employee's scheduled workday preceding the holiday shall be designated as that employee's holiday.

D. Volunteers working on their non-scheduled workday will not forfeit Overtime Desired List rotation. Overtime Desired Lists will not be used for holiday scheduling.

E. Full-time employees and part-time regulars may volunteer to work on both of their non-scheduled workdays during the scheduling for holiday and/or designated holiday work. However, no employee may be required to work on both of their non-scheduled workdays, except during the month of December. When the holiday and/or designated holiday period involves more than one day, scheduling must first be done for the day observed as the holiday, next for the day preceding the holiday.

F. On the day prior to scheduling for a holiday, and when requested, the Steward will be notified of the number of employees anticipated to be scheduled.

G. Holiday schedules shall be posted as of the Tuesday preceding the

service week in which the holiday falls.

Section 5. Seniority

A. The seniority of a full-time employee working on a non-scheduled day shall not supersede the seniority of a full-time employee working on a scheduled day.

B. Movement of maintenance employees from one assignment to another for eight (8) hours or more, and/or from one general area to another in the respective job title shall be on a seniority basis, where technical skill is not a factor.

C. Management will maintain and post on each Maintenance Craft bulletin board a seniority list of each job designation. Individual seniority lists will be updated within two (2) weeks of any change. The preferred assignment register will be updated and posted on the day immediately preceding the posting of a Letter of Intent.

D. Management shall furnish an updated seniority list (including job number) to the craft on a quarterly basis for each tour by occupational group and/or job designation at the Labor-Management Meetings.

E. The Installation Head shall furnish an updated seniority list to the Union quarterly, at the Labor-Management Meeting. This seniority list shall be by craft, section and tour, and it shall include all employees in that craft, section and tour, with their job and job number. All vacant positions will be listed on a quarterly basis. This list will be provided at each Labor-Management Meeting by Management in control of vacancies.

Section 6. Safety and Health

A. Maintenance employees shall be provided with suitable protective gloves, dust masks, prescription safety glasses, and other protective clothing and equipment as needed.

B. Window washers shall be provided with all necessary safety equipment.

C. All maintenance employees who are required to operate a vehicle must have a government operating permit.

Section 7. Higher Level Assignments

A. Maintenance employees shall not be required to perform supervisory duties without higher level compensation.

B. All maintenance employees who are required to perform duties that are of a higher level, outside of their job descriptions, shall be given a written order to this effect and will be compensated in accordance with

the National Agreement.

C. The senior eligible qualified employee shall be given the first opportunity to be used to cover higher level vacancies in his/her own tour and/or work area.

Section 8. Promotions

A. Qualified non-supervisory maintenance employees shall have priority over all other occupational groups for promotion to non-supervisory higher level maintenance positions.

B. In evaluations for promotions, seniority shall be one of the major factors in the final evaluation, consistent with the National Agreement.

C. Custodians shall be promoted to custodial laborer vacancies on a seniority basis, consistent with the National Agreement.

Section 9. Posting and Bidding

A. Posted job vacancies will include the job number and the length of the lunch period, as well as other items listed in the National Agreement.

B. Due to crowded conditions, the lunch periods shall be staggered.

C. The successful bidder must be assigned to the new position within fourteen (14) days after being notified.

D. Large, locked, glass-enclosed bulletin boards will be furnished at the GMF and all Maintenance Sections.

E. Employees expecting to be absent for an extended period of time may request, in writing, that all vacancy advertisements for which they are eligible, be mailed to the address they leave with Personnel.

F. When any advertised vacancy is filled, an order shall be issued showing the name of the successful bidder, his/her seniority date and the advertisement number. Such order will be distributed and posted in every order book and on appropriate bulletin boards.

G. All employees shall bid within their respective job designation.

H. A list of qualified typists (Maintenance Division) shall be established on a city-wide basis and assignments made on the basis of service seniority.

I. Where a qualifying examination is essential to a position, Management will make every effort to have these examinations held at least every two (2) years.

J. All permanent changes of duties in excess of one (1) hour will have to be posted for bid unless otherwise agreed to by mutual consent between the signatories to this Memorandum of Understanding after consultation between the two parties.

K. If the physical location of a station is changed, and if additional station(s) are added to the present assignment, and if a normal duty assignment that is being performed in the GMF and Truck Terminal Annex facilities is physically moved further than the area of the GMF, Truck Terminal Annex and MVS Garage (30th and Chestnut Sts.) immediate vicinity, it will cause the affected occupation and job designation groups to be reposted unless otherwise agreed to by mutual consent between the signatories to this Memorandum of Understanding after consultation between the two parties.

L. All Maintenance Craft vacancies, Notices of Intent, reverted vacant assignments, newly established duty assignments, preferred assignment notices, Maintenance Craft details, successful applicants, and training opportunities must be sent to all stations and branches where Maintenance Craft employees are employed, and posted on all bulletin boards and/or order books.

M. Temporary and permanent light- or limited-duty personnel will be permitted to bid and be awarded a position provided such assignment is within the employee's light- or limited-duty restrictions, pending necessary qualifications.

Section 10. Reassignments

When it is proposed to reassign within an installation, employees excess to the needs of a section, a section will be defined as all employees in the Maintenance Craft in the USPS Philadelphia, Pa. within an occupational group and job designation in accordance with Article 12.5.C.4 of the National Agreement, unless otherwise agreed to by mutual consent between the signatories to this Memorandum of Understanding, after consultation between the two parties.

Section 11. Training

A. Training programs for maintenance employees will be established to aid them in qualifying for higher level positions, consistent with the ELM, applicable USPS Handbooks, and the National Agreement.

B. Maintenance Craft employees, at their request, will be granted a revised schedule as a result of formal, off-site training, in-house training, or a delay in travel as a result of such training. Revised schedules shall include late start or basic work week changes, or the employee may take annual leave for that day. This provision applies to the workday immediately subsequent to the completion of training.

C. Maintenance employees may request and may receive temporary

split or drop day changes and changes in starting times not to exceed two (2) hours, to receive training from other than USPS training facilities, if possible.

Section 12. Details

A. A temporary assignment is any detail of eight (8) hours a day not regularly covered.

B. Temporary craft assignments shall be filled in accordance with seniority regulations. All such assignments will be offered to all qualified maintenance employees.

C. Details to all authorized temporary craft positions not requiring "best qualified" will be made by selection of the senior qualified bidder after the detail has been posted.

Section 13. Uniform Allowance

A. Any maintenance employee regularly used four (4) or more hours a day in a position for which a uniform allowance is authorized, shall be promptly granted the particular allowance consistent with existing regulations.

B. Employees eligible for uniform or clothing allowances shall be informed of their anniversary date. When employees are required to change from one uniform or clothing category to another uniform or clothing category, they will be informed of the effective date of their new anniversary date.

Section 14. Dress Codes

On-duty dress codes for all maintenance personnel will be discussed by Management with APWU; after mutual agreement such codes will be posted and enforced.

ARTICLE 39
MOTOR VEHICLE CRAFT

- Section 1. Work Assignments
- Section 2. Submission Period for Annual Leave
- Section 3. Overtime
- Section 4. Wash-Up
- Section 5. Holiday Schedule
- Section 6. Seniority
- Section 7. Safety and Health
- Section 8. Posting and Bidding
- Section 9. Details
- Section 10. Drawing of Runs
- Section 11. Accident Reports
- Section 12. Consultation
- Section 13. Awards Program
- Section 14. Training

Section 1. Work Assignments

A. When a yard dispatcher tells an operator to take a trailer, it shall not be the responsibility of the driver to question his/her directive.

B. When the yard person tells a driver to pull a trailer, it should not be the responsibility of the driver to see if the trailer is loaded or unloaded because the driver cannot check the box from the ground when it's backed to the platform with the air covers around the trailer.

C. Drivers assigned to transport letter carriers will only drop carriers at scheduled drops and relay boxes.

D. Part-time flexible employees who cover vacation hold-downs will cover the full daily schedule of the hold-downs, consistent with the National Agreement.

E. Those employees working as operators from other crafts shall be paid at the level worked, providing they are qualified for that position.

F. Swings must be kept to an absolute minimum.

G. Drivers will be provided with a list of all of their scheduled stops.

H. A vehicle assigned to a route will not be assigned to anyone else, whenever possible.

Section 2. Submission Period for Annual Leave

Applications for annual leave should be submitted not more than thirty (30) days prior to the date requested. Applications for annual leave re-

quests of one (1) week or more for non-established/posted choice vacation periods should be submitted not more than sixty (60) days prior to the date requested. An employee's duplicate Form 3971 must be returned to the employee within one (1) week. Where no action has been taken by the end of the 7-day period, the request for such leave will be considered automatically approved.

Section 3. Overtime

A. Whenever possible, notice of overtime shall be given prior to the employees' lunch period, but never less than one (1) hour before the end of the tour. They will be required to work only the amount of overtime that was announced.

B. Any employee may request to be excused from working overtime. All such requests shall be given individual consideration. When good and sufficient reason is given, every effort shall be made to excuse such employee.

C. Employees who are required to work overtime can call home whenever and wherever possible.

D. Full-time employees called in for overtime ahead of their regular starting time will not have their regular work schedule involuntarily curtailed.

E. Preference for overtime will be given to the employees in the work unit where overtime will be utilized and to the craft which would normally be required to perform the work necessitating the overtime.

F. Mechanics shall be on an overtime schedule when necessary prior to the Christmas rush in order to prepare the vehicles for the rush period.

G. Full-time employees not on the Supplemental Overtime Desired List may only be required to work overtime doing similar work in the work location where the employees regularly work.

H. Overtime Desired List

1. There shall be two separate Overtime Desired Lists, one list for 10- and 12-hour volunteers, and one list for non-scheduled-day volunteers.
2. Employees on the Overtime Desired List can withdraw their names from the list, in writing, anytime during the quarter. The withdrawal will be effective the day after the withdrawal was submitted.
3. An Overtime Desired List shall be established by tour at each individual garage location for each of the following employee occupational groupings:

- a. All vehicle maintenance employees.
- b. All motor vehicle operator employees.
- c. All tractor-trailer operator employees.
- d. All office employees.

I. Supplemental Overtime Desired Lists

- 1. a. In an effort to avoid excessive mandatory overtime, qualified employees on an Overtime Desired List may volunteer to work overtime in other occupational groups by signing a Supplemental Overtime Desired List. Qualified employees will be permitted to sign a Supplemental Overtime Desired List to work overtime on their non-scheduled day and/or before and after tour in other occupational groups.
- 1. b. To be eligible to sign a Supplemental Overtime Desired List, employees must be on their occupational group's Overtime Desired List. Supplemental lists will be used only after the occupational group's Overtime Desired List and volunteers within the occupational group have been exhausted and before the scheduling of mandatory overtime.
- 2. If an employee is excused three times, their name will be removed from the Supplemental List for the rest of the quarter. Overtime worked from the Supplemental List will not be counted as an opportunity for the section's Overtime Desired List.
- 3. a. Supplemental Overtime Lists will be established by tour and the type of work to be performed, and shall be posted with the regular Overtime Desired Lists. Employees who sign the Supplemental Overtime Lists will be volunteering to work in specific occupational groups. Employees who sign the before- and after-tour Supplemental List will be permitted to volunteer to work 10 hours and/or 12 hours.
- 3. b. At the end of the sign-up period for each quarter, the supplemental lists will be sent to the appropriate manager's office for consolidation. The consolidated list will be sent to each area to be posted. Management will be responsible for the daily administration of the Supplemental Overtime Desired Lists.
- 4. a. When overtime work is needed, if the occupational group's Overtime Desired List and volunteers within the occupational group do not provide sufficient employees, management will use the Supplemental Overtime Desired List. The last recourse

will be mandatory overtime being assigned to that occupational group's employees.

4. b. Employees who sign the non-scheduled-day Supplemental Overtime Desired List shall be selected by Motor Vehicle Craft seniority on a rotating basis. Employees who sign the before- and after-tour Supplemental Overtime Desired List shall be selected by Motor Vehicle Craft seniority, with no rotation. Employees on the before- and after-tour Supplemental List will be selected by Motor Vehicle Craft seniority among those employees working at the time of the solicitation.
5. Also, an employee who withdraws from the Overtime Desired List in his/her section is automatically removed from the Supplemental Overtime Desired List.

J. When a full-time regular is declared the successful bidder for a job in a new section during a calendar quarter, he/she will have the opportunity to sign the Overtime Desired List(s) in the new section within ten (10) days of the effective date of the reassignment.

K. Whenever a part-time flexible is converted to full-time during a calendar quarter, he/she will have the opportunity to sign the Overtime Desired List(s) within ten (10) days of the effective date of conversion.

L. To ensure proper rotation for overtime, overtime hours worked and opportunities offered will be posted daily during the quarter.

Section 4. Wash-Up

A. Management recognizes that on occasions an employee might be exposed to dirty conditions and/or toxic materials to the extent to warrant wash-up time. On such occasions, the employee may request wash-up time, and management will be reasonable when considering such requests.

B. Management also recognizes a responsibility to consistently evaluate all positions in order to determine whether an employee assigned to any position is on a consistent basis exposed to dirty and/or toxic material to the extent to justify regularly scheduled wash-up times. In such cases, management will be reasonable in granting such regularly scheduled wash-up times.

C. All Motor Vehicle Maintenance Craft employees must receive a fifteen (15) minute wash-up prior to the employee's lunch period and a twenty (20) minute wash-up at the end of their tour. Employees may request, and management may grant, additional wash-up time on an as-needed basis.

Section 5. Holiday Schedule

A. Management will determine the number and categories by tour and garage of Motor Vehicle Service employees needed for holiday work in the following order:

1. Qualified Full-Time Volunteers—On their holiday or designated holiday, by seniority.
2. Casuals—Even if overtime is necessary.
3. Qualified Part-Time Flexibles—Even if overtime is necessary.
4. Qualified Full-Time Volunteers—On their non-scheduled workday, by seniority.
5. Qualified Non-Volunteers—Full-Time Regulars, by juniority.

B. When a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

C. When an employee's scheduled non-workday falls on a day observed as a holiday, the employee's scheduled workday preceding the holiday shall be designated as the employee's holiday.

D. Volunteers working on their non-scheduled workday will not forfeit Overtime Desired List rotation. Overtime Desired Lists will not be used for holiday scheduling.

E. Full-time employees and part-time regulars may volunteer to work on both of their non-scheduled workdays during the scheduling for holiday and/or designated holiday work. However, no employee may be required to work on both of their non-scheduled workdays, except during the month of December. When the holiday and/or designated holiday period involves more than one day, scheduling must first be done for the day observed as the holiday, next for the day preceding the holiday.

F. Holiday schedules shall be posted as of the Tuesday preceding the service week in which the holiday falls.

G. On the day prior to scheduling for a holiday, and when requested by the Steward, the Steward will be notified of the number of employees anticipated to be scheduled.

Section 6. Seniority

A. A seniority list of all employees qualified for higher level craft duties will be posted in the dispatch office and on the garage bulletin board.

B. Qualified motor vehicle operator employees will have first preference as to job assignments, tours of duty, and all details normally performed by motor vehicle operators, over any non-craft employees detailed to the Motor Vehicle Craft.

C. During the absence of a clerk vehicle dispatcher, the qualified op-

erators on the tour may volunteer and will be placed in the position to cover the absence, by seniority.

D. All qualified motor vehicle operator employees shall, upon application, be entitled to tractor-trailer operation training, on the basis of seniority and in preference to applicants from other crafts.

E. All Motor Vehicle Service part-time flexible employees will cover assignments by seniority, where qualified, except that every effort must be made to distribute their hours of work equally.

F. The identification of a section for excessing motor vehicle employees shall be city-wide by occupational grouping.

G. The seniority of a full-time employee working on a non-scheduled day shall not supersede the seniority of a full-time employee working on a scheduled day.

H. Management must furnish an updated seniority list by occupational group to the Union, quarterly, at the Labor-Management Meeting.

I. All assignments of over-the-road trips shall be on a voluntary basis, and assignments are to be made by seniority on a rotating basis.

J. All vacant duty assignments, including temporary duty assignments (details), for Motor Vehicle employees will be posted in all areas where MVS craft employees are assigned. Seniority for these positions will be by occupational group.

Section 7. Safety and Health

A. To prevent employees from endangering themselves in the event of a physical assault, there shall be directions given or posted on all bulletin boards.

B. Driver's manuals must be made available to all motor vehicle operators and kept current, and maintained in each vehicle.

C. All Motor Vehicle Service vehicles will be provided with a log book. Drivers shall be obligated to enter any defects in this book, and the date of entry. Drivers picking up the vehicle will be obligated to check this log book before starting their vehicle. Drivers will not be required to drive a tagged vehicle until the defect has been corrected if the defect is of a major nature.

D. Routes of travel and alternate routes will be inserted on all schedules.

E. All current hazardous conditions which will affect the safety and/or driving record of motor vehicle operators will be reported and posted by the dispatcher immediately on the bulletin board outside the dispatch office or where alternate routes can be supplied. Where corrective mea-

asures can be taken, it will be done as soon as possible.

F. All Motor Vehicle Service trailers will have the height clearly printed on both the front and the rear of the trailer.

G. Drivers shall be provided with all necessary assistance at all platforms and stations.

H. When it becomes necessary for motor vehicle operators to transport carriers to their routes, the carriers will assist the operator in unloading.

I. Clocks shall be supplied to all five-ton vehicles and tractor-trailers.

J. All tractors should be equipped with fog lights.

K. To expedite the movement and handling of Star Route trailers, it should be mandatory that all Star Route contractor's trailers will be labeled with clearly printed letters large enough to identify at night as well as day on the storage lots. It shall further be required that all Star Route tractor operators, after spotting their trailers at the platform of the truck terminal or the GMF, remove their tractors should they require more than one-half hour to be unloaded or loaded.

L. All contract vehicles, tractor-trailers, and trucks operated by motor vehicle operators shall be equipped with safety equipment specified by USPS regulations.

M. All trucks and tractor-trailers used in over-the-road operations will be inspected by maintenance before any truck or tractor-trailer is dispatched to operations. Drivers shall not be required to bob-tail outside of the Philadelphia division area. Bob-tailing shall be kept at a minimum. To avoid bob-tailing, empty trailers, vans, etc., will be utilized.

N. All Star Route, piggy-back and flexivan vehicles that must be operated by postal drivers will be free of any unsafe conditions. Postal employees will not be required to operate this equipment if it is found to be unsafe.

O. Tags should not be removed from tagged vehicles and vehicles returned to service, unless approved by a maintenance supervisor and declared safe to operate.

P. If a tagged vehicle is given an operator, he/she shall be told the reason for its tagging by the dispatcher.

Q. When it is evident that a trailer doesn't hold air, a motor vehicle operator shall not be required to move it.

R. It will be the duty of Management to see to it that all post office driveways are salted and kept cleaned for all trucks to deliver mail.

S. Drivers who perform tractor duty, especially at night, shall receive

the following items: gloves, flashlight and first aid kits.

T. Every effort will be made to equip all Motor Vehicle Service vehicles with two-way radios to facilitate communications and improve and expedite dispatch of mail.

U. Instructions must be given to all Motor Vehicle Service operators whose vehicles are equipped with fire extinguishers in their use.

V. A continuous effort will be made to train Motor Vehicle Craft employees in first aid.

W. When Management, Safety, and Motor Vehicle Service Directors make a decision on an employee receiving a Safe Driver Award, they would do it on separate forms, especially the Form 1768.

X. Motor Vehicle Craft employees shall be provided with suitable protective gloves, prescription safety glasses, dust masks, and other protective clothing and equipment as needed, where otherwise not covered by the uniform and work clothes program.

Y. If a driver believes he/she is being required to work under unsafe conditions, the appropriate supervisor should be notified who will immediately investigate the condition and take corrective action. A driver may also notify his/her steward, if available, who may discuss the alleged unsafe condition with such employee's supervisor. If Management determines that equipment used for transporting is defective or overloaded, no driver shall be required to load or unload such defective or overloaded equipment. If the driver and/or Steward disagree with the determination made by management, such determination is subject to the grievance-arbitration procedure.

Z. In the event that the City of Philadelphia local authorities declare a state of emergency due to weather conditions, such declaration will be a factor in the determination of whether drivers will be required to go on the street. The final decision will be made by USPS Management.

Section 8. Posting and Bidding

A. All vacancies shall be posted for bid for a maximum of twelve (12) calendar days. All vacant or newly established duty assignments must be posted for bid no later than ten (10) days.

B. All full-time regular motor vehicle operator and tractor-trailer operator craft assignments (Drawing of Runs) shall be posted for bid **twice** each calendar year during the month of April **and October**, if requested by the Union. **Such request must be made sixty (60) days in advance of the drawing.** All full-time regular Motor Vehicle Maintenance Craft duty assignments shall be posted (Drawing of Assignments) for bid once

each calendar year during the month of April, if requested by the Union.

C. Posted job vacancies will include the job number and the length of the lunch period, as well as other items listed in the National Agreement.

D. Employees expecting to be absent for an extended period of time may request, in writing, that all vacancy advertisements for which they are eligible be mailed to the address they leave with Personnel.

E. Large, locked, glass-enclosed bulletin boards will be furnished adjacent to the GMF cafeteria and all Motor Vehicle sections.

F. When any advertised vacancy is filled, an order shall be issued showing the name of the successful bidder, his/her seniority date and the advertisement number. Such order will be distributed and posted in every order book and on appropriate bulletin boards.

G. A list of all authorized duty assignments by position, section or station for each craft shall be furnished to the Union.

H. Motor Vehicle Craft positions which become vacant between bidding periods shall be posted for bid in the Motor Vehicle Craft.

1. All permanent changes of the basic work week or starting time in excess of one (1) hour will have to be posted for bid, unless otherwise agreed to by mutual consent between the two parties.
2. The successful bidder will be placed in his/her new assignment at the beginning of the next pay period following the posted notice informing him/her that he/she is the successful bidder.

I. Where a qualifying examination is the only additional essential to a position, and no list of such qualified employees exists, the appropriate examination will be held for the bidders for this position. The senior bidder who passes the examination will be declared the successful bidder. Back-up employees will also be selected from this examination where practicable. Such list shall be retained no more than two (2) years from date of such examination, unless a new examination is unavailable.

J. Where a qualifying examination is essential to a position, Management will make every effort to have these examinations held at least every two years.

K. All jobs normally will be worked as advertised. All permanent changes of basic work assignment, work week, or starting time in excess of one (1) hour, must be posted for bid unless agreed to by the Union.

Section 9. Details

A. All motor vehicle operations or motor vehicle maintenance details and/or assignments shall be posted for all Motor Vehicle Craft employ-

ees. Preference will be given to those employees working in the department, i.e. motor vehicle operations or motor vehicle maintenance, where the vacancy exists. Only after it has been determined that no motor vehicle employee can qualify for such posted job, will other craft employees be given consideration, consistent with the National Agreement.

B. All operators on extended details over thirty (30) days at the time of the drawing shall not be permitted to participate in the regular drawing.

C. A list of all Motor Vehicle Service details shall be posted on the GMF garage bulletin board.

D. When employees are unable to perform their normally assigned duties because of IOD or illness, such employees shall be given preference for all garage details, if qualified.

E. While on temporary assignment, detailed employees will be permitted to sign the Overtime Desired List of the section to which they are detailed, provided they do so within ten (10) days from the date of the initial assignment. When the temporary assignment is completed, their names will be removed from that Overtime Desired List. During the temporary assignment, they will be passed over for Overtime Desired List opportunities in their original section.

F. An employee's temporary assignment may be terminated at any time, either at management's discretion or at the request of the employee.

Section 10. Drawing of Runs

A. Before the drawing of runs, the Union shall be called into a joint meeting with Management; if the parties agree, the drawing of runs shall proceed.

B. A Union representative will, on the clock, observe the drawing of runs that is held in the 30th St. Garage.

Section 11. Accident Reports

A. When the MVS operator's accident report is filled out, it shall be done by the employee. It shall then be reviewed that same day by the craft Steward, if available on tour, before being submitted.

B. Industrial accidents resulting from the use of defective, overloaded equipment or unsafe working conditions, not caused by the driver, shall not be cited or considered as an element of a driver's record in any subsequent decision to revoke or suspend a driver's OF-346. In the event that there is a disagreement between Management and the driver and/or Steward regarding the issue of defective, overloaded equipment or unsafe working conditions, such disagreement is subject to the grievance-arbitration procedure.

Section 12. Consultation

Overall changes in policy at the garage shall require consultation with the exclusive Union.

Section 13. Awards Program

Driver of the Month and other awards programs will be conducted by the USPS, Phila. PA, in cooperation with the APWU. Such awards will be presented in conjunction with the Postmaster's Award Program.

Section 14. Training

A. Motor Vehicle Craft employees, at their request, will be granted a revised schedule as a result of formal, off-site training, in-house training, or delay in travel as a result of such training. Revised schedules shall include late start or basic work week changes, or the employee may take annual leave for that day. This provision applies to the workday immediately subsequent to the completion of training.

B. Tractor-trailer training will be continuous and by seniority on a voluntary basis.

C. The senior employee within the particular occupational group or category must be given first opportunity for city-wide or out-of-town training programs offered by USPS.

MEMORANDUM OF UNDERSTANDING
between
PHILADELPHIA PA
UNITED STATES POSTAL SERVICE
and
PHILADELPHIA PA AREA LOCAL
AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Joint Labor-Management Committee on Annual Leave

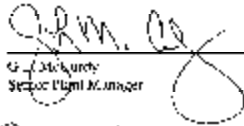
The parties agree to create at the local level, a joint labor-management committee to study ways to increase annual leave percentages in sections throughout the Philadelphia Post Office.

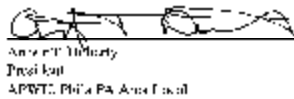
The committee will be made up of an equal number of representatives from the union and management and will meet periodically, but at least quarterly. The committee will review areas where the granting of annual leave is a problem and recommend ways by which maximum annual leave percentages can be increased.

The committee is authorized, at its discretion, to conduct pilot programs developed by joint agreement between the parties, to test methods of controlling overall leave percentages with a goal of reducing sick leave usage and raising maximum annual leave percentages.

No action may be taken on any recommendation except by joint agreement between the parties.

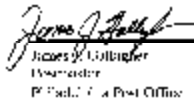
SIGNATORIES

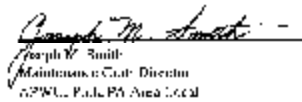

G. J. McCarthy
Senior Flight Manager

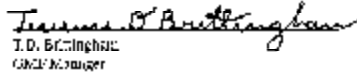

Andrew D. Murphy
President
APWU, Phila PA Area Local

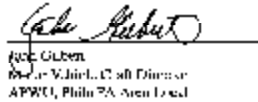

DeWitt O. Harris
Union Manager
Logistics Services and Supply

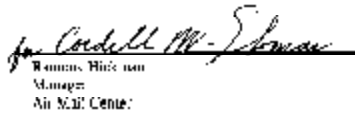

Bruce Sprack
Club Cash Treasurer
APWU, Phila PA Area Local


James J. Gallagher
Teamleader
P. Field, Phila Post Office


Joseph M. Smith
Maintenance Club Director
APWU, Phila PA Area Local


Terrence P. Brunningham
T.D. Brunningham
Club Manager


Jack Cohen
Major Vehicle Club Director
APWU, Phila PA Area Local


Cordell M. Schuman
Manager
Air Mail Center