

***MEMORANDUM  
OF  
UNDERSTANDING***

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Between  
**Elkins Park Post Office  
U.S. Postal Service**  
and  
**American  
Postal Workers  
Union, AFL-CIO  
Philadelphia, Pa. Area Local**

April 14, 1999

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**APWU  
APWU**

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Note:

**Bold** face type in the text indicates revised or new language.

## **PREAMBLE**

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON **April 14, 1999**, AT ELKINS PARK, PENNSYLVANIA, BETWEEN REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND THE DESIGNATED AGENTS OF THE PHILADELPHIA, PENNSYLVANIA AREA LOCAL APWU, AFL-CIO, REPRESENTING THE CLERK CRAFT, MAINTENANCE CRAFT AND MOTOR VEHICLE CRAFT, PURSUANT TO THE LOCAL IMPLEMENTATION PROVISIONS OF THE **1998** NATIONAL 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, to protect the property of the USPS, or when the duties are included in the supervisor's position description. 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 Elkins Park Post Office.

## **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 Elkins Park Post Office, 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

## **Article 5.2**

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

## **Article 8.4**

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, consistent with the operational needs.

Management will notify the Local Union President in writing and, if requested by the union, 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. 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.

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D. Transitional 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.

E. 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.

F. 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 5. 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 6. Transportation**

All required travel, 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 7. 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.

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 **supervisor/manager**, if available, as soon as practicable. **If possible, the employee will also notify the supervisor/manager of the expected duration of the absence.**

## **Article 10.2**

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 whoever answers the phone at the employees' office, if a manager is not available.

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. Annual leave for emergencies will be granted at any time throughout the year, including December, subject to approval. Leave for emergencies 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.

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.

### **Article 10.3**

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 one (1) week after the final submission date. The choice vacation period will be May 1 through September 30. 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 one (1) week following the closing date established. Where there has been no official action taken by Management within the one (1) 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

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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 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 shall be granted their approved vacation selection(s) as established by the choice vacation schedule in their former 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

## **Article 10.6**

with the ELM. **Such requests will be granted to the maximum extent possible and will not be unreasonably denied.** 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. Seniority lists will be posted and kept current. Copies of these seniority lists will be furnished to the local Union quarterly and shall include all employees with their job and job number. All vacant positions will also be listed on a semiannual basis.

B. The Employer will provide reasonable access, during normal office working hours, to the Union for the purpose of reviewing the employee rosters.

### **Section 3. Authorized Positions**

A list of all authorized individual positions (HRIS job slot identification list) 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.

**Article 13.1**

B. All available training opportunities will be posted.

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 must be maintained. 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 assignment of light-duty work within the Elkins Park Post Office shall be consistent with good business and past practices so that no assigned full-time employee will be adversely affected.

## **Article 13.2**

### **Section 2.**

Assignment of employees to light-duty work must be consistent with the employee's medically-defined work limitation tolerances. Consideration for such light-duty work 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 within the employee's regular hours of duty, other work may be assigned. However, all reasonable efforts shall be made to keep the hours of light duty as close as possible to the employee's regular schedule.

### **Section 4.**

Temporary light-duty work 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 5.**

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 6.**

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 7.**

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.

## **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 Elkins Park Post Office 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

### **Article 14.3**

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.

#### **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. All minutes of Safety and Health Committee meetings are to be sent to the Local Union President and his/her designee.

C. The union's 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. 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 acceptable 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. Regularly scheduled safety talks shall be held by the unit supervisors for all employees on the clock, at least once a month.

F. Adequate medical facilities will be made available for all employees during working hours.

#### **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 cleaned as required.

C. Every effort shall be made to balance air conditioning at a comfortable

#### **Article 14.4**

temperature in all work areas.

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

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

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

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

H. All newly hired personnel will be assigned lockers.

I. 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.

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

K. 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.

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

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

#### **Section 4. Fire Drills**

A. There will be a fire drill for all employees at least once each year. 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 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

## Article 16.6

they can be clearly heard and understood.

B. Employees will be permitted to use personal listening devices.

### **Section 8. 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 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 17.1**

**ARTICLE 17  
REPRESENTATION**

**Section 1. Stewards' Meetings**

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 the Elkins Park Post Office 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. The union signatory to this Memorandum of Understanding shall be entitled to one representative, on the clock, of its own choosing, at Quarterly

#### **Article 17.4**

Local Labor-Management Meetings, provided time spent in the meeting is part of the employee's regularly scheduled work day.

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

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

G. The American Postal Workers Union President or his/her alternate may be an observer at any Elkins Park Post Office meetings.

#### **Section 4. Notification**

A. The President of the Union signatory to this Memorandum of Understanding shall be given statements by the Postmaster or his/her designee, listing all personnel actions taken 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 20.1**

**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.

**Section 2. Progress Report**

Parking facilities will be one of the prime goals of the Elkins Park Post Office for its employees. Progress reports, regarding this objective, must be submitted at the request of the Union.

**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 and/or drug abuse 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 37.1**

**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.	Details
Section 9.	Schemes
Section 10.	Wash-Up
Section 11.	Anti-Fatigue Break
Section 12.	Rest Bars
Section 13.	Work Ledges
Section 14.	Fixed Credit
Section 15.	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 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 who would normally be required to perform the work necessitating the overtime, consistent with the overtime provisions of this Article, in order of their seniority on a rotating basis.

**F. 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.

## **Article 37.2**

3. Overtime Desired Lists will not be used for holiday scheduling.

G. Newly assigned employees will have the opportunity to sign the Overtime Desired List(s) within ten (10) days of the effective date of the assignment.

H. 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.

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

### **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 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.

#### **Article 37.4**

6. Part-Time Regular Volunteers—On their non-scheduled work day, by seniority.

7. Part-Time Regular Non-Volunteers, by juniority.

8. 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 is to be done by juniority. They will be returned to their assignment by seniority.

C. The seniority of a full-time employee or part-time regular working on a non-scheduled day shall not supersede 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 if they are to be replaced on their regular assignment by another clerk with equal knowledge.

## **Article 37.5**

### **Section 5. Posting and Bidding**

A. All clerical vacancies, as they occur, will be posted for bid and advertised 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. 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.

E. Large, locked, glass-enclosed bulletin boards will be furnished for posting.

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, 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 with the name(s) of the senior/successful bidder(s) 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

## Article 37.8

number. Such order will be posted on the appropriate bulletin board.

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 Elkins Park Post Office management.

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.

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

N. 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.

O. 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.

### **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. The entire Elkins Park Post Office shall constitute a single section for excessing purposes.

C. Whenever excessing 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. 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 for a

## **Article 37.9**

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

D. 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 9. Schemes.**

A. 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 75 percent proficiency. No employee will be required to study and/or pass a second scheme which he/she will not work.

B. Scheme examinations will be set up exactly as worked on the job.

C. New part-time flexibles must be given their schemes within three (3) working days after being hired.

### **Section 10. Wash-Up**

Clerks performing dirty or toxic work shall be granted twelve (12) minutes wash-up period before lunch, and twelve (12) minutes wash-up prior to the end of tour. All 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 11. 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 12. Rest Bars**

Rest bars will be provided for all cases. Anti-fatigue mats will be provided.

### **Section 13. 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 14. 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.

**Memos**

**Section 15. 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.

**Memorandum of Understanding — Other Crafts**

In the event that Motor Vehicle or Maintenance craft employees are assigned to the Elkins Park post office, the then-effective provisions of the Elkins Park LMOU covering the Clerk Craft will apply, pending a period of local negotiations for the newly assigned craft to commence within 30 days of the assignment or at another mutually agreeable time.

**SIGNATORIES**

  
Howard Guertler  
Postmaster  
Elkins Park Post Office

  
Arthur T. Doherty  
President  
APWU, Phila. PA Area Local

# 1999

		S S M T W T F							Pay Period S S M T W T F								
DEC 98	19	20	21	22	23	24	25	1	15	3	4	5	6	7	8	9	JUL
	26	27	28	29	30	31	1	1	10	11	12	13	14	15	16		
JAN	2	3	4	5	6	7	8	2	16	17	18	19	20	21	22	23	AUG
	9	10	11	12	13	14	15	2	24	25	26	27	28	29	30		
FEB	16	17	18	19	20	21	22	3	17	31	1	2	3	4	5	6	SEP
	23	24	25	26	27	28	29	3	7	8	9	10	11	12	13		
MAR	30	31	1	2	3	4	5	4	18	14	15	16	17	18	19	20	OCT
	6	7	8	9	10	11	12	4	21	21	22	23	24	25	26	27	
APR	13	14	15	16	17	18	19	5	19	28	29	30	31	1	2	3	NOV
	20	21	22	23	24	25	26	5	4	5	6	7	8	9	10		
MAY	27	28	1	2	3	4	5	6	20	11	12	13	14	15	16	17	DEC
	6	7	8	9	10	11	12	6	18	18	19	20	21	22	23	24	
JUN	13	14	15	16	17	18	19	7	21	25	26	27	28	29	30	1	JAN 2000
	20	21	22	23	24	25	26	7	2	2	3	4	5	6	7	8	
JUL	27	28	29	30	31	1	2	8	22	9	10	11	12	13	14	15	FEB
	3	4	5	6	7	8	9	8	16	17	18	19	20	21	22		
AUG	10	11	12	13	14	15	16	9	23	23	24	25	26	27	28	29	MAY
	17	18	19	20	21	22	23	9	30	30	31	1	2	3	4	5	
SEP	24	25	26	27	28	29	30	10	24	6	7	8	9	10	11	12	JUN
	1	2	3	4	5	6	7	10	13	13	14	15	16	17	18	19	
OCT	8	9	10	11	12	13	14	11	25	20	21	22	23	24	25	26	JUL
	15	16	17	18	19	20	21	11	27	27	28	29	30	1	2	3	
NOV	22	23	24	25	26	27	28	12	26	4	5	6	7	8	9	10	AUG
	29	30	31	1	2	3	4	12	11	11	12	13	14	15	16	17	
DEC	5	6	7	8	9	10	11	13	1	18	19	20	21	22	23	24	SEP
	12	13	14	15	16	17	18	13	8	25	26	27	28	29	30	31	
JAN 2000	19	20	21	22	23	24	25	14	2	1	2	3	4	5	6	7	OCT
	26	27	28	29	30	1	2	14	8	8	9	10	11	12	13	14	

Key to Calendar

# Holiday

○ Pay Day

# 2000

		S	S	M	T	W	T	F	Pay Period	S	S	M	T	W	T	F		
DEC99	18 19 20 21 22 23 (24) 1								15	1 2 3 4 5 6 (7)								JUL
	25 26 27 28 29 30 31								8	8 9 10 11 12 13 14								
JAN	1 2 3 4 5 6 (7) 2								16	15 16 17 18 19 20 (21)								AUG
	8 9 10 11 12 13 14								22	22 23 24 25 26 27 28								
FEB	15 16 17 18 19 20 (21) 3								17	29 30 31 1 2 3 (4)								SEP
	22 23 24 25 26 27 28								5	5 6 7 8 9 10 11								
MAR	29 30 31 1 2 3 (4) 4								18	12 13 14 15 16 17 (18)								OCT
	5 6 7 8 9 10 11								19	19 20 21 22 23 24 25								
APR	12 13 14 15 16 17 (18) 5								19	26 27 28 29 30 31 (1)								NOV
	19 20 21 22 23 24 25								2	2 3 4 5 6 7 8								
MAY	26 27 28 29 1 2 (3) 6								20	9 10 11 12 13 14 (15)								DEC
	4 5 6 7 8 9 10								16	16 17 18 19 20 21 22								
JUN	11 12 13 14 15 16 (17) 7								21	23 24 25 26 27 28 (29)								JAN 2001
	18 19 20 21 22 23 24								30	30 1 2 3 4 5 6								
JUL	25 26 27 28 29 30 (31) 8								22	7 8 9 10 11 12 (13)								FEB
	1 2 3 4 5 6 7								14	14 15 16 17 18 19 20								
AUG	8 9 10 11 12 13 (14) 9								23	21 22 23 24 25 26 (27)								MAY
	15 16 17 18 19 20 21								28	28 29 30 31 1 2 3								
SEP	22 23 24 25 26 27 (28) 10								24	4 5 6 7 8 9 (10)								APR
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OCT	6 7 8 9 10 11 (12) 11								25	18 19 20 21 22 (23) (24)								MAY
	13 14 15 16 17 18 19								25	25 26 27 28 29 30 1								
NOV	20 21 22 23 24 25 (26) 12								26	2 3 4 5 6 7 (8)								NOV
	27 28 29 30 31 1 2								9	9 10 11 12 13 14 15								
DEC	3 4 5 6 7 8 (9) 13								1	16 17 18 19 20 21 (22)								DEC
	10 11 12 13 14 15 16								23	23 24 25 26 27 28 29								
JAN 2001	17 18 19 20 21 22 (23) 14								2	30 31 1 2 3 4 (5)								JAN 2001
	24 25 26 27 28 29 30								6	6 7 8 9 10 11 12								

Key to Calendar

# Holiday

○ Pay Day