

**Philadelphia Local Memorandum of Understanding**

**between**

**National Association of Letter Carriers**

**Keystone Branch 157**

**and**

**United States Postal Service**

**2016 – 2019**

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**Postmaster**

**Philadelphia, PA**

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**President**

**Keystone Branch 157,  
NALC**

**Philadelphia Post Office**

**July 16, 2018**

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**Notes**

## **Preamble**

The parties recognize the need for improvement and of the constant necessity for change and programs to achieve such improvement.

The NALC will be permitted to review and discuss contemplated changes affecting the working conditions of the Carriers of the Philadelphia Post Office.

While a number of specific items have been outlined, it is the intention of the NALC Party to this Memorandum of Understanding to continue the good policy that has already been in effect to the extent that the Officials of the NALC will always be welcome to the Offices of the Postmaster and Management Officials to discuss any matter. Furthermore, the Postmaster and Management Officials agree to review, discuss and finalize with the NALC Officials prior to adopting any local procedure materially different from existing practices or new practices that affect employee(s).

## **Article 1**

### **Section 6**

#### **Performing Bargaining Unit Work**

- A. Supervisors are prohibited from performing bargaining unit work at Post Offices with 100 or more bargaining unit employees, except;
  - A1. In an emergency
  - A2. For the purpose of training or instruction of employees
  - A3. To assure the proper operation of equipment
  - A4. To protect the safety of employees, or
  - A5. To protect the property of the USPS
- B. In Offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6 A1 through A5 above or when the duties are included in the supervisor's positions description.



## **Article 2**

### **Non-Discrimination and Civil Rights**

#### **Section 2.1 Statement Principles**

The employer and the Union agree that there will be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age or marital status.

It will be the policy of the Philadelphia Post Office to provide equal opportunities for all Letter Carriers in employment, promotion, training, assignment and job security.

## **Article 5 (Item 3)**

### **Guidelines for the Curtailment or Termination of Postal Operations to Conform to Orders of Local Authorities or as Local Conditions Warrant because of**

#### **Emergency Conditions**

It is recognized by both parties that on occasion emergency conditions may exist which could cause the Postmaster and Management Officials to consider the curtailment of services such as, but not limited weather extremes, civil defense alerts, bomb scares, no heat in winter, no lighting or excessive temperatures. In such cases, the Postmaster and Management Officials will take into consideration the following factors in order;

- A. The safety and health of the employees
- B. The degree of emergency as stated by and acted upon responsible governmental authorities
- C. The Postmaster and Management Officials will make every effort to review and discuss with the NALC before implementation of any action

## **Article 7**

### **Combination of Work Assignments (Different Crafts)**

Management will inform the NALC and other affected Unions where applicable in advance of the reasons for establishing combination full time assignments within different crafts in accordance with Article 7 Section 2 of the National Agreement.

#### **Employee Complements**

There will be a continuing effort made by Management to establish appropriate employee complements for both full and part time flexibles in accordance with the National Agreement. An accounting period complement control report will be furnished to the NALC. Management shall advise the NALC of their intention of hiring new personnel, intent to maximize and of change of craft(s).

## **Article 8**

### **Wash-Up**

#### **Work Schedule (Item 2)**

All regular Carriers will be on a fixed or rotating work schedule as presently exists. Any contemplated changes, the Union will be notified and changes will be made by mutual agreement.

#### **Wash-Up Time (Item 1)**

Each Letter Carrier will be granted a reasonable amount of time to wash up prior to leaving for the street, lunch and before their end of tour. A Supervisor may grant additional wash up time as necessary.

#### **Starting Time Changes (Item 21)**

When starting times of full time Carrier positions are to be changed, the NALC will be informed of the reasons for the change.

- A. If one [1] hour or less no posting will be required
- B. If more than one [1] hour the decision to post or not to post will be determined after the NALC discussed the change with the Carriers. The NALC will then advise the Postmaster of the Carriers decision.

#### **Lunch Period**

When practicable, no Carriers lunch period shall be more than thirty [30] minutes. Carriers will take their lunch break before completing six [6] hours of work.

#### **Pay Location Badges**

Employees pay location badges will be handled only by authorized personnel. All employee pay location badges must be in their designated areas at least five [5] minutes before the beginning and ending of tour.

Pay location badges must not be removed from their designated areas until at least six [6] minutes after the start of the tour and the ending of tour.

**Item 14**  
**Posting Sign-Up for Overtime Desired List (ODL) &**  
**Work Assignment List (WAL)**  
**Overtime Desired List by Section/Tour**

Each Station and Garage will be considered Sections. A separate Overtime Desired List will be maintained in each Station and Garage in the Philadelphia Post Office.

Two weeks prior to the start of each calendar quarter, management will post the appropriate sign-up lists by the time clock.

Each full time regular employee may designate whether they wish to be on the ODL or the WAL.

Full time regulars may switch from one list to the other during the two [2] weeks prior to the start of each calendar quarter. The change will be effective beginning the new calendar quarter.

Carriers remain on with list (ODL/WAL) until they officially remove their name. This must be done in writing and will be effective the next day or after the disputed overtime is worked. Carriers are permitted to remove their names from the ODL as cited and be placed on the WAL during the quarter.

A copy of the ODL and WAL will be provided to the Steward at the beginning of each quarter.

**Calendar Quarters**

First Quarter	January, February, March
Second Quarter	April, May, June
Third Quarter	July, August, September
Fourth Quarter	October, November, December

Any employee may request to be excused from working overtime. All such requests will be given individual consideration. When good and sufficient reason is given, every effort will be made to excuse such employee. Such excused opportunity will be considered an opportunity for equalization purposes and included on the Overtime Desired List. Employees who are required to work overtime can call home when and whenever possible. Full time employees called in ahead of their regular starting time for overtime will not have their regular work schedule involuntarily curtailed.

Carriers absent during the sign-up period for the Overtime Desired List and/or Work Assignment List will be permitted to place their name on either list on the day they return to duty.

A Carrier transferred into a new duty Station will be given an opportunity to place their name on the Overtime Desired List on the first say they report to the Station. Equalization from date of sign-up.

## **Regular Working Their Non-Scheduled Day**

In the event a regular assigned Carrier is requested to work on their non-scheduled day, they will be assigned to work their own route. Full Time Carriers scheduled in advance on their non-scheduled day to cover a vacant route will report at their regular scheduled starting time, excluding Routers, during unusual circumstances; limited to Sundays and Holidays. (The intent of this language is to schedule Full Time Carriers in advance and schedule PTF's at later starting times when necessary.) A Utility Carrier will work any other route in their string. In the event a PTF, CCA or Reserve Carrier (Float) is covering one of the routes on the Utilities string, they will be bumped on a daily basis regardless of it being a holddown. If there are multiple routes being covered as holddowns, the Utility will bump the junior person on the string. If there are multiple open routes on the Utilities string, the Utility will select the route they desire to work.

Below is listed the exceptions to the duration clause and the bumping procedure to be followed;

- (a) Full Time Reserve and Unassigned Carriers who have insufficient work for eight hours bump Part Time Flexibles or CCA's on temporary bid assignments (Holddown).
- (b) Full Time Regular Carrier who are called into work on their own route on their non-scheduled day, bump their Utility or T-6 Carriers who then bump a Reserve, Unassigned, Part Time Flexible or City Carrier Assistant holding a temporary bid assignment on one of the four routes on the Utility or T-6 String. However, there is no bumping if there is an open route on the string. If nothing is available in their string, they will choose vacant assignments with their seniority.
- (c) There is not eight hours of work in the delivery unit for a Regular, Reserve or Unassigned who may bump a Part Time Flexible or City Carrier Assistant holding a temporary bid assignment rather than be reassigned to another delivery unit where there is eight hours of work.
- (d) A Reserve or Unassigned Carrier is the successful bidder of a permanent route vacancy.
- (e) A Part Time Flexible Carrier or City Carrier Assistant is converted to a permanent route vacancy.
- (f) Reserve and Unassigned Carriers bid on permanent route vacancies. Reserve Carriers, by virtue of having craft full time duty assignments, may not be arbitrarily moved from their permanent or temporary bid assignments. Unassigned Carriers may be assigned to permanent route vacancies after temporary bid assignments have ended.

## **Utilities/Reserve/Unassigned Regulars Working Their Non-Scheduled Day**

1. A Reserve, Utility or Unassigned Regular called in on a non-scheduled day to cover an assignment where the reporting time is 30 minutes or more different from their normal reporting time, shall assume the reporting time of the assignment covered, provided there is 12 hours between shifts. If less than 12 hours, Management will proceed on the list to the next available Carrier. Such Carriers will choose their daily assignment using City seniority.
2. A Utility scheduled in advance on their non-scheduled day becomes a Reserve and will choose their daily assignment using their seniority and will report and begin work at their regularly scheduled time.
3. A Reserve Carrier or Unassigned Regular who is scheduled in advance on their non-scheduled day will report and begin work at their regularly scheduled starting time.
4. A Reserve or Unassigned Regular called in on their non-scheduled day will not bump a Utility off their assignment even if the Reserve or Unassigned Regular is on a holddown.
5. A Reserve or Unassigned Regular who is on a holddown and is called in on their non-scheduled day will choose their assignment according to seniority.
6. A PTF or CCA on a holddown who is called in on the routes non-scheduled day will not bump the Utility or any other Regular Carrier.
7. On a non-scheduled day call in (same day), the Full Time Carrier will cover their route or vacant assignment from the time of their report. \*The bumping sequence will revert to the order outlined in ***Article 8, Regular Working Their Non-Scheduled Day.***

### **Conditions (Item 4)**

The objective to be pursued is to grant annual leave wherever possible as desired by the employee at their request throughout the year. Employees will be permitted to accumulate annual leave to suit their own convenience up to the limit prescribed by law. Each Office or Section will maintain a leave book/calendar which will be made accessible to the Carriers.

## **Non Prime Time (Item 12)**

### **Submission Procedure For Leave Outside the Choice Vacation Period**

On November 30 of each year each Section will determine the active Carrier Force. This figure will not include Carriers on Leave Without Pay, injured on duty and those on extended sick leave provided they are out more than 30 consecutive days prior to November 30<sup>th</sup>. Ten percent [10%] of the active Carriers in each Section will be permitted annual leave consistent with the following guidelines;

- a. Ten percent [10%] figure includes Carriers on jury day, convention leave and military leave. Percentages or more than .5 will be rounded off to the next highest number.
- b. Leave will be approved on a first come first served basis except where requests are submitted on the same date at which time seniority will prevail.

On December 1 through December 7 of each year Carriers and CCA's will submit 3971's, Annual Leave Requests. This will be for the period of January 1 to the beginning of Prime Time.

On August 1 through August 7 of each year Carriers and CCA's will submit 3971's Annual Leave Requests. This will be for the period covering the end of Prime Time to December 31.

All leave slips will be returned to the Carriers by December 15 or August 15 except when the 15<sup>th</sup> falls on a Sunday or Holiday; in this instance they will be returned the next workday. During these periods all slips will be considered as being submitted on the same day.

The following Non-Prime weeks [Easter Week & Christmas Week] 15% of employees will be granted off using the same procedures as outlined in the Non-Prime Time Leave Provisions of this Local Agreement. On Thanksgiving, Friday and Saturday, the percentage will be 12%.

**Article 10 (continued)**

**Non-Prime Time (Item 12)**

**Submission Procedure For Leave Outside the Choice Vacation Period**

**Easter Week 15%**

2019	Sunday, April 14 through	Sunday, April 21
2020	Sunday, April 5 through	Sunday, April 12

**Thanksgiving Week 12%**

2019	Friday, November 29 through	Saturday, November 30
2020	Friday, November 27 through	Saturday, November 28

**Christmas Week 15%**

December 26 through December 31 no matter how the days fall.

## **Notice of Vacation Period (Item 10)**

Supervisors, in cooperation with the NALC Stewards, will announce to Carriers at all Stations and Garages no later than March 1 of each year that requests for vacations will be taken during the period April 1-15 each year. A notice will be posted at all Stations and Garages announcing the vacation period no later than March 1 of each year.

## **Article 10 (Item 9)**

### **Maximum Number of Employees Off During Choice Vacation Periods**

All Full Time and Part Time Flexible Carriers having earned annual leave at the time of their requested leave period will receive a vacation during the Choice Period. The number of Carriers programmed at one time will not exceed 16%. This percentage includes Carriers off on earned annual leave, military leave, jury duty and convention leave. Percentages will be determined by the "Active Carriers" on the rolls in each Section as of April 1 of each year. Carriers on extended sick leave, injured on duty, leave without pay are not to be considered nor counted when calculating the percentage provided they are out more than [30] consecutive days prior to April 1. Figures of .5 or more are to be rounded up to the next higher number.

CCA's will be permitted to select up to two non-consecutive weeks vacation in order of relative standing. The CCA must have sufficient leave to cover the selection by the time of the date selected. During the choice vacation period, an additional vacation slot will be added in each week which shall be reserved exclusively for CCA's who may select from among those weeks in order of relative standing. In the event that one or more CCA's select annual leave in any week of the non-choice vacation calendar, an equivalent number of career carriers will be permitted to make equivalent leave selections for that week.

### **Duration of Choice Vacation Period (Item 5)**

It is mutually agreed that the Choice Vacation Period of each year will be made up of twenty [20] consecutive weeks as follows;

2019	From Sunday, May 12 through	Sunday, September 29
2020	From Sunday, May 10 through	Sunday, September 27

### **The Beginning Day Choice Vacation Period (Item 6)**

All vacations will begin on Sunday and end on Sunday.



**Article 10 (continued)**  
**Selection(s) (Item 7)**

Carriers who are eligible for three weeks vacation may at their option request two [2] selections during the Choice Period in units of either one or two weeks; the total not to exceed three [3] weeks. (ie; three [3] weeks in a row or two [2] weeks and one [1] week)

**Selection Procedure/Choice Vacation (Item 10)**

When the number of Carriers off each week is determined, the Supervisor will make a chart with one space for each week permitted off for each week of the vacation period. Starting with the senior Carrier (city seniority), the Supervisor will fill in the period of vacation until all have made their selection. The Supervisor will contact each individual Carrier and no eligible Carrier will be permitted to select until the Carrier senior to them has selected. Senior Carriers not prepared to select when contacted will be bypassed until the next morning. In the event they are still no prepared to select, then the selection process will proceed. The senior Carrier will be permitted to make their selection using their seniority at the time they make their selection of the available weeks left.

Leave slips submitted in duplicate will be signed by the Supervisor approving the selected vacations as the Carriers make their selections. A copy of the approved slip will be returned to the Carrier the same day. A vacation schedule will be posted on each Station Bulletin Board.

Carriers off on Leave Without Pay, OWCP Claims and extended Sick Leave who return after the bidding period may select available open weeks.

**Transfers (Item 4)**

Carriers transferring from one Section to another will be granted their approved vacation leave as previously chosen in the Section from which they transferred. This will be done at no loss to the Carriers in the Section which they transfer into.

**Exchange of Vacation (Item 4)**

Exchanges of annual leave periods will be permitted only after all Carriers between the exchanges in the Station have been offered said period.

**Cancellations (Item 4)**

Cancellations of Choice Vacation Periods shall be posted for five [5] days. If less than five [5] days remain before the beginning date of the canceled period, the vacation period shall be posted for the amount of time remaining. Cancellations of Choice Vacation Periods may only be bid by Carriers junior to the Carrier who cancels their vacation. Posting of cancellations is predicated on the basis that the person who cancels is in an active work status during the canceled period.

## **Article 10 (continued)**

### **Convention (National & State), Jury Duty & Military Leave (Item 8)**

Carriers in need of these types of leave during the period(s) for either the Non Prime Time Selection Period(s) (August 1-7 or December 1-7) or the Prime Time Selection Period (April 1-15) are required to notify Management as soon as practical. Carriers having the seniority to get the leave are slotted in based on the applicable percentage [%] and the number of Carriers permitted off. In the event they do not have the seniority to be scheduled off, the leave will be granted over and above the percentage [%]. This is at no loss to the Carrier(s) other selection(s) during the Choice Period.

If a cancellation occurs involving the same period, then they move automatically into that vacant slot. Jury Duty of less than a week does not apply to this procedure. The above procedure also applies for requests made after the selection period(s).

### **Leave to Attend Union Activities (Item 20)**

Union Officials requesting leave to participate in Official Union activities will not have said leave charged against the Union Officer's vacation periods. It will, however, be charged against the 10% or 16% overall allotment of leave to be granted to the work unit where the Officer is stationed.

An employee requesting Leave to attend an Official Union function held by the NALC will be granted leave to the maximum extent possible.

### **Short Term Annual Leave (Item 4)**

Short Term Annual Leave outside of Prime Time Selection Period, April 1 through April 15 and regular scheduled Non-Prime Time Selection Periods, August 1 through August 7 and December 1 through December 7 are as follows;

1. Request(s) for Annual Leave submitted a minimum of five [5] days in advance of the leave request will be approved/disapproved based on the percentage of Carriers permitted off at each Office or Section during either the Non-Prime Time Periods or Choice Vacation Period. Approved/disapproved will be made within twenty-four [24] hours.
2. Leave request(s) not submitted a minimum of five [5] days in advance will be approved/disapproved within twenty-four [24] hours.
3. Leave request(s) submitted on the day preceding the requested leave will be approved/disapproved as soon as possible or no later than the Carrier(s) end of tour.
4. Same day Short Term leave requests will be approved/disapproved within two [2] hours of submission or as soon as possible.

All Short Term Leave requests will be approved/disapproved on a first come first served basis, except when requests are submitted at the same time, at which time seniority will prevail.

**Article 10 (continued)**  
**Short Term Annual Leave (Item 4)**

Approval/disapproval for category #1 will be based solely on the allowable percentage [%] as provided for during the various periods (Non-Prime Time Periods and Prime Time):

No automatic "Untimely Submission" or automatic "Service Needs" as a reason(s). Approval/disapproval for categories #2, #3 and #4 may be based on service needs. The reason must be defined as to what service needs, ie; unscheduled absences, overtime would be needed to cover this absence. 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.

**Determination of the Date and Means of Notifying Employees of the  
Beginning of the New Leave Year (Item 11)**

Management will send a notice to each Station by November 1<sup>st</sup> of each year notifying Carriers of the New Leave Year. This notice will be announced to the Carriers for three [3] consecutive days. Management will not be responsible for loss of annual leave by Carriers who have annual leave in excess of the maximum amount of carry over.

**Article 10**  
**Formulation of Local Leave (Item 4)**

1. **Notice of Being Unable to Report.** 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 emergency shall notify their Section or Station as soon as possible.
2. **Sick Leave/Medical Evidence/Balance.** An employee who requests sick leave will be carried on sick leave for pay purposes only subject to later management approval/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 to duty. Supervisors may accept proof other than Medical Documentation if they believe it supports approval of the sick leave application, such as notarized statements, etc. If the leave is disapproved because the supervisor feels the evidence is unacceptable, the specific reasons for disapproval will be annotated on PS Form 3971.

A doctor's certificate will not be required from an employee for an absence if such absence is at the request of, or with the permission or advice of the Post Office or it's designee in writing during their tour of duty unless otherwise specified.

No minimum sick leave balance will be established below which an employee's sick leave record is automatically considered unsatisfactory (ELM 513.371).

**Article 10 (continued)**  
**Formulation of Local Leave (Item 4)**

3. **Restricted Sick Leave List.** If Restrictive Sick Leave is utilized, management will review the list quarterly in accordance with the provisions of ELM 513.37. If there has been a substantial decrease in absences charged to sickness, the employee's name is removed from the Restricted Sick Leave List and the employee is notified in writing of the removal.
4. **Advance Sick Leave Refused For No or Low Balance.** Request for advanced sick leave will not be refused solely because the employee has no sick leave or has a low sick leave balance (ELM 513.5).
5. **Emergency Annual Leave.** An exception to the advance approval requirement is made for emergencies. However, in these situations the employee must notify appropriate Postal Authorities as soon as possible as to the emergency and the expected duration of the absence. As soon as possible after return to duty, employees must submit Form 3971 and explain the reason for the emergency to their supervisor. Supervisors approve and disapprove the leave request. When the request is disapproved, the absence may be recorded as LWOP or AWOL at the discretion of the supervisor (See Elm 512.422).
6. **Request For LWOP.** Request for LWOP will be handled in accordance with the ELM 514.
7. **Late Reporting.** Full Time Employees reporting late up to 50 units (30 minutes) may be permitted to work their full eight hour tour of duty in accordance with the F-22 Section 214 by mutual agreement with their immediate supervisor or such supervisor may approve the employee's request for leave to cover their late arrival. When such accommodations are made, the employee will not be charged AWOL.
8. **Blanket AWOL's.** There will be no blanket orders charging all absences with AWOL no matter what day the absence occurs.
9. **Retroactive Changes.** Retroactive changes will not be made on employee's leave entries for the purpose of avoiding payment or overtime.
10. **Religious Days.** The practice of excusing employees from duty on all religious holidays and other special occasions to the fullest extent possible will be continued.
11. **Blood Leave.** 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 Short Term Annual Leave Provisions of the Local Memorandum of Understanding.

Annual Leave will take precedence over Blood Leave, Blood Leave will be granted within the allowable percentage by seniority. Carriers not able to donate blood for any reason will be granted travel time to and from the Station.

## **Article 11 Holidays (Item 13)**

The following sequence will be followed when scheduling employees to work on a holiday or designated holiday provided that such scheduling produces a workforce which meets the operating skill requirement of the holiday or designated holiday.

- A. All CCA employees and Part Time Flexible employees to the maximum extent possible regardless of the necessity to pay overtime premiums.
- B. All Full Time Regular employees who volunteer to work either their holiday or their non-scheduled day shall be combined into a single group ranked in seniority order and selected to work by the list.
  - 1. During the polling Carriers may volunteer to work for Premium Pay (Overtime). If additional scheduling is needed after the Holiday Schedule has been posted, the volunteers will be selected by seniority.
- C. All Full Time Regular employees who did not volunteer to work shall be selected by inverse seniority.
- D. If additional employees are needed and not filled by Section B-1 above, they will be selected by inverse seniority.

## **Article 12**

### **Probationary Period**

A probationary employee(s) work performance will be evaluated using appropriate forms and copies provided to the employee(s) as specified in the ELM 376.

### **Seniority Lists**

Separate seniority lists will be posted and kept current in all Sections and/or Stations or Work Units. Copies of the seniority lists will be furnished to the NALC and shall be updated during the months of July and January of each year.

### **City Seniority**

City seniority is based on the Carrier's length of service as a Career Carrier commencing with the date of the appointment as such or the date of reinstatement/transfer into the Philadelphia Post Office.

### **PTF Station Selection**

When Part Time Flexibles or City Carrier Assistants are converted to regular status, they will select a Station vacancy using their seniority.

## Transfers

All Regular and Part Time (Flexible) Carrier transfers shall be determined by city seniority.

Full Time Career Letter Carriers will transfer using the bidding procedure outlined in Article 41 Item 21.

Transfer requests for all Regular and Part Time Flexible Carriers will be honored whenever permanent vacancies or the hiring of new personnel occurs. The following is a list of all the factors that must be taken into account before a ***“Change Order”*** can take effect.

1. Promotions of any kind
2. Deaths
3. Separations
4. Transfers from one craft to another
5. Transfers leaving the Philadelphia Post Office
6. Hiring of new personnel
7. Retirements (even expected in advance of the cut-off)
8. Shop Stewards who are remaining in the Station they were elected in

PTF transfer requests from one Office to another will be granted in compliance with this Local Agreement.

Preparation for a PTF Transfer Change Order will automatically commence whenever new PTF's are to be hired or when there are requests for transfers between employees that would cancel out each others request or when PTF's are promoted to regular status.

The change order will take effect the same date which the newly hired PTF's are to report to their assignments. The newly hired CCA assignments are determined after all requests for transfers are honored by city seniority. The newly hired CCA's will then be assigned to wherever the vacancies may be.

Transfers will not be honored for anyone during their probationary period.

The President of Branch 157 or designee will be informed in writing of the complement for each Office and specific numbers of each Carrier positions there are and any vacancies that exist or occur monthly.

The President of Branch 157 and one [1] Shop Steward from each Office will be provided with a copy of the ***“Transfer Request List”*** monthly.

**Article 13**  
**Assignment of Ill or Injured Carriers (Item 15 & 16)**

1. Permanent Light Duty Carriers will be reassigned in accordance with Article 13 of the National Agreement.
2. If available, light duty will be given to;
  - a. Carriers with non-occupational injuries or illnesses
3. Carriers performing light duty work will do so in their Station or other Stations to the maximum extent possible or within the Installation.
4. Light Duty Carriers will be given consideration by seniority for all new programs involving Carrier duties when they are physically capable of performing the duties.
5. When a Letter Carrier is assigned to temporary light duty, they will case their own route and then perform other Carrier office duties that are available.

**Identification of Light Duty Assignments (Item 17)**

It is agreed that light duty assignments within Philadelphia Post Offices for Letter Carriers may include but are not limited to;

- a. Casing and strapping out of a route or routes
- b. Assisting other routes setting up mail
- c. Marking up forwardable mail
- d. Relabeling Carrier Case
- e. Rewriting Carrier route books
- f. Rewriting or lining out of Form 3982's
- g. Maintenance of delivery service equipment
- h. Training new employees
- I. Casing curtailed and/or backlogged mail on other routes
- j. Any other Carrier duties which could be performed by a Carrier on light duty

**Article 14**  
**Accident Reports (PS Form 1769)**

PS Form 1769 Accident Reports will be completed within twenty-four [24] hours in compliance with the ELM 821.311.

## **Article 14 (continued)**

### **Telephone Emergency Number**

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

### **Fire Drills**

There will be a fire drill for all employees at least once a year for all tours and all Stations, Annexes and Facilities in accordance with ELM 854.2. Report of drills will be furnished to the Safety and Health Committee.

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

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

### **Security**

Management of the Philadelphia Post Office to the extent possible will make every effort to see that security patrols will be increased in their territories extended to cover all hazardous areas under US Postal Service jurisdiction in order to protect all Postal Employees going to, coming from and performing their duties.

### **Interference with Deliveries**

In order to ensure the safety of Letter Carriers, a Carrier may decide to deliver where dogs, other animals, etc. interfere with the actual delivery or where the Carrier feels their safety may be in jeopardy. The Carrier shall notify management of the incident as soon as possible. It shall be the responsibility of management to contact the owner of any animal and/or whoever interfered with delivery for corrective measures to be taken prior to resuming delivery.

### **Working Conditions/Joint Safety Committee**

It is agreed the Safety and Health Program will be maintained vigorously as a cooperative endeavor between the Philadelphia Post Office and the NALC. 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.

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

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



## **Article 14 (continued)**

### **Working Conditions/Joint Safety Committee**

All safety and health standards will conform to the Occupational Safety and Health Act as administered by the US Department of Labor through the (Williams Steiger Act, Section 19) or Postal Standards whichever is more stringent.

Periodic surveys will be conducted by Safety Technicians to determine if noise, dust, heat and air conditioning levels conform to the acceptable safety standards. Results of such surveys shall be given to the NALC.

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 NALC or the designee(s) will serve as committee member(s). The NALC and the Employer endorse and actively support the rules and regulations for promoting safety and health. Meetings of the Committee will 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.

Member(s) of the Letter Carrier Craft will be furnished to the Safety and Health Committee. More may be designated by mutual consent in accordance with the National Agreement. All responses to Agenda Items of the Safety and Health Committee Meetings are to be sent to the President of the NALC and also posted on all delivery unit bulletin boards.

The NALC Safety and Health Representative on the Safety and Health Committee will be permitted free access to any area in which unsafe or unsanitary conditions have been reported. This will be done on the clock. No loss, no gain when accompanied by a supervisor.

### **Safety Talks**

Regular scheduled Safety Talks will be held by unit supervisors for all Carriers on the clock at least once a week.

### **Vehicle Safety Checks**

All employees who drive vehicles will be required each day to make safety checks on their vehicle.

No vehicle will be placed in service or permitted to be operated unless it is in a safe condition. All government vehicles will meet the Safety and Inspection Standards established by the United States Postal Service. No employee will be required to work with unsafe equipment.

Under no circumstances will any Carrier be required to drive an unsafe vehicle. Carriers will be responsible for tagging vehicles for defects. Prompt repair will be made to deficient parts and each newly repaired vehicle must be carefully examined to ascertain its complete safety. The designated supervisor will be responsible in seeing that the repairs are made.

## **Article 14 (continued)**

### **Assignment of Vehicles**

Assignment of vehicles to Letter Carriers will be by seniority within the Station or Garage to the extent possible.

### **Hand Trucks**

Hand Trucks where available will be supplied upon request.

### **Cleaning Vehicles**

Postal vehicles will be cleaned inside and outside every thirty [30] days and more frequently if necessary.

### **Accident Kits**

All government vehicles and Carriers with driving agreements will be issued accident kits.

### **Appeal Rights**

Carriers will be informed of their appeal rights when notified of an adverse decision of the safe driver award committee in compliance with Elm 842.

### **Emergency Medical Treatment**

The names of Doctors and Medical Facilities where a Carrier can report in the event of an accident, injury or dog bite will be posted in a prominent place in all Stations, Branches and Garages. The employee will go to the nearest available doctor or medical facility when needing emergency treatment.

### **Injured On Duty Treatment**

#### **(Non-Scheduled Day)**

When an employee is injured on duty and is scheduled for treatment or examination on their drop day, they will arrange with the Post Office Medical Unit or other Medical facilities for another date.

### **Injuries On the Job**

Management will provide any employee claiming an on the job injury with a CA-1 and any other pertinent or necessary forms. Management will also be responsible for informing the employee of their rights under the law and to give the employee the receipt portion of the CA-1 immediately following the completion of the form. Anyone who has stopped working as a result of a traumatic injury will be carried "*Continuation of Pay*" (COP), if the employee has requested COP in accordance with ELM 541.2K

## **Article 16 Discipline**

Employee(s) must be informed of their right to file a grievance including time limits under the terms of Article 15 of the National Agreement when discipline is issued.

No disciplinary action will be taken against an employee that was initiated by an unsubstantiated customer complaint.

### **Inspection of OPT/Disciplinary Record**

An employee will, upon request, have the right to inspect their Official Personnel Folder (OPF).

The records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two [2] years.

Upon the employee's written request any disciplinary notice or decision letter will be removed from the employee's official personnel folder after two years if there has been no disciplinary action initiated against the employee in that two [2] year period in accordance with Article 16, Section 10 of the National Agreement.

## **Article 17 Representation**

Officers and other official representatives of the NALC will be recognized by management at all levels for the purpose of liaison between NALC and management and to expedite the processing of grievances and to permit amicable solutions to problems at the point where they first develop. A list of all Officers and Representatives will be furnished to the Postmaster by the NALC. The lists will include the employee's name, job title, assignment, tour and home address.

The Postmaster or designee will furnish a list of those officials whom they have named as their designee.

The President or designee, including Stewards of the NALC, after showing proper identification, shall be afforded recognition by management at all Stations/Branches and/or other facility in the Philadelphia Post Office.

The NALC, after being granted permission from management, will be permitted to make announcements of general interest to their members on the PA System.

Stewards and supervisors will cooperate to the fullest extent in furthering the good of the service and the employee's welfare by keeping employees currently informed of their rights and any change in policy or procedure by the method of periodic discussions on the workroom floor. Management agrees that in situations where discipline could result from a meeting between the supervisor and employee, a request for a Steward will not be unreasonably denied.

## **Article 17 (continued)**

### **Labor Management (Area Meetings)**

Area Meetings with the Shop Steward are to be held quarterly for the purpose of discussing working conditions with the intention of maintaining and improving good Labor Management Relations in the Philadelphia Post Office.

2 <sup>nd</sup> Week in January	First Quarter
2 <sup>nd</sup> Week in May	Second Quarter
1 <sup>st</sup> Week in September	Third Quarter
1 <sup>st</sup> Week in November	Fourth Quarter

All NALC Shop Stewards at their regular scheduled day will be permitted to attend on the clock not to include overtime. Agendas will be submitted seven [7] calendar days in advance of the Meeting. Additional items will be discussed at the end of the Meeting.

### **Labor Management Meeting**

The NALC will be entitled to one [1] representative on the clock of its own choosing at the Local Labor Management Meetings provided time spent in meeting is part of employees regular scheduled work day. The total number of representatives of the Union will be limited to ten [10]. Additional representatives by mutual agreement; such request will not be unreasonably denied.

### **Dates of Meetings**

1 <sup>st</sup> Monday in February	1 Quarter
1 <sup>st</sup> Monday in May	2 Quarter
3 <sup>rd</sup> Thursday in September	3 Quarter
4 <sup>th</sup> Monday in November	4 Quarter & Christmas

## **Article 17 (continued)**

### **Labor Management Meeting Agenda**

It is agreed that agenda items for discussion at the meetings will be exchanged. Items not placed on such agenda will be discussed after completion of all items on the agenda. The agenda is due on following dates;

Last Monday in January
Last Monday in April
2 <sup>nd</sup> Thursday in September
3 <sup>rd</sup> Monday in November

### **Cafeteria, Social & Recreation Committee**

The Cafeteria, Social & Recreation Committee will meet once a month. The NALC will designate one [1] member to act on behalf of the Union.

### **Vending Machines**

A liberal policy will be followed with regards to installation of vending machines consistent with good business practices, servicing requirements (such as space availability) and concurrence of any Committee entitles to a vote in these matters.

### **Stewards Pins**

All Branch 157 Shop Stewards will be permitted to wear a pin approved by management designating them as National Association of Letter Carriers Representatives.

### **Official Notices**

When deemed necessary by the supervisor in charge, official printed notices will be announced and explained. Following the announcement of such notices, they will be posted upon the appropriate bulletin boards.

### **Bulletin Boards**

The NALC will be provided with at least one [1] glass enclosed bulletin board of a suitable size with a lock and two keys for said lock in all Stations/Garages.

## **Article 20**

### **The Assignment of Employee Parking Spaces (Item 19)**

Parking spaces which are available for use will be distributed on a seniority basis.

Management will continue to strive to obtain the necessary parking spaces at all local facilities.

The parking committee will meet when mutually agreed to discuss available sites of employee parking.

Parking facilities will be one of the goals of the Philadelphia Post Office for its employees. Progress reports regarding this objective must be submitted at every Labor Management Meeting.

It is agreed that a committee consisting of two [2] Management Representatives and two [2] NALC Representatives will discuss improvement of parking conditions and make recommendations subject to management approval.

## **Article 35**

### **Employee Assistance Program**

The Parties recognize their obligation under Article 35 of the Collective Bargaining Agreement and will continue their efforts.

## **Article 41**

### **Posting New Positions (Item 21)**

Letter Carriers will be given the opportunity to bid on all vacant or new positions for which they may qualify and are eligible.

Any vacated or newly created position will be posted within [14] days. There will be sectional/station bidding (within the Station) and City Wide/Installation bidding (throughout the City). All positions will be posted for a maximum of [10] days. Notices will be sent to all the Stations/Sections every [14] day cycle. The notices will be posted in all enclosed Bulletin Boards. The Steward and Manager will sign the notices indicating agreement they were posted properly.

**Sectional.** Any vacated or new position will first be posted within the Station/Section that the vacancy exists. Carriers wishing to bid will submit a request in writing to the Manager or a Supervisor. The request will list the desired position. If there is more than one position up for bid, the Carrier may bid one or all of the positions, listing them in preferential order. The request will be dated and bumped by the receiving Manager/Supervisor and a copy will be given to the Carrier. At the completion of the bidding period, the bids will be opened by the Manager/Supervisor and a Shop Steward. The senior Carrier will be awarded the bid. Any position without a successful bidder will be posted City Wide.

**Article 41**  
**Posting New Positions (Item 21)**  
**(continued)**

**City Wide.** Any Sectional/Station position without a successful bidder will be posted City Wide. Any Carrier wishing to bid will submit a request in writing to the Manager or a Supervisor. The request will list the desired position. If there is more than one position up for bid, the Carrier may bid one or all of the positions, listing them in preferential order. The request will be dated and bumped by the receiving Manager/Supervisor and a copy will be given to the Carrier. At the completion of the bidding period a list of the successful bidders will be sent from the Postmaster's Office to the President of Branch 157, NALC and to all the City Sections/Stations. The successful bidders will be awarded the positions.

**Transfers.** Regular Carriers wishing to transfer from one Section/Station to another Section/Station within the City/Installation will use the City Wide bids to transfer.

Employees expecting to be absent for an extended period of time will request that all vacancy advertisements for which they are eligible be mailed to the address they leave with personnel.

When any advertised vacancy is filled, an order will be issued showing the name of the successful bidder, their seniority, date and the advertisement number. Such order will be distributed and posted in every order book and appropriate bulletin board.

**Posting Utility/Reserve (Float) Vacancies**

All Utility/Reserve (Float) vacancies are to be posted, bid and assigned in the same manner as other route vacancies and assignments will be determined by city seniority within the Station. All provisions under route assignments will prevail for Utility/Reserve (Float) assignments.

**One Day Mail Count**

When a supervisor desires to determine the efficiency of a Carrier in the Office, he shall make a one day mail count. In such cases, Form 1838 will be used to record all office work and time items. The Carrier will be given one day advance notification that the mail will be counted the next day by the supervisor.

## **Article 41 (continued)**

### **Route Inspections**

It is mutually understood that Handbook M-39 – M-41 and other appropriate manuals will be strictly adhered to.

The NALC will be notified as soon as possible when a Station or Stations are to be tested.

It is agreed any comments the Route Examiner makes on PS Form 3999, "*Inspection of Letter Carrier Route*", or attachments will be discussed with the Carrier and the Supervisor on the day of inspection. In the event a meeting does not take place on that day, a copy of the PS Form 3999 and attachments will be given to the Carrier. Should circumstances necessitate additional time, it shall be granted and the test will remain valid provided the Shop Steward and Carrier are given the reasons with a specific time and date not to exceed 48 hours.

A completed copy of the front of Form 1840 – reflecting totals and averages from Forms 1838, day of inspection data, Route Examiner's comments and analysis of office work functions and actual time recordings – will be furnished to the Carrier at least one [1] day in advance of consultation. Completed copies of Form 1838 will be given to the Carrier at least [5] calendar days prior to consultation.

Route adjustments must be placed into effect within fifty-two [52] calendar days of the completion of the mail count and no major scheme changes should be made between the period November 15 and January 1. Exceptions must be approved by the Postmaster. The NALC will be notified promptly of any exception(s) granted.

### **Special Inspections**

When a Carrier requests a special inspection and management agrees it is warranted, management will take prompt action to make necessary arrangements for the count and inspection in accordance with M-39.

The Carrier's of 1571 can be reviewed by the Carrier noting action taken by supervisor. Copy will be furnished to Carrier upon request.

### **Eliminating Routes**

When it is proposed to eliminate a route or routes in a Station, the Station will be adjusted where possible so that the route or routes to be eliminated may be those held by the junior regulars.



## **Article 41 (continued)**

### **Local Conditions**

Management will continue to supply the NALC with the same notices and communications as at present.

The President of Branch 157, NALC will be given monthly statements by the Postmaster or their designee listing all personnel actions taken within the previous month concerning members of their respective crafts showing names and all other pertinent information. Such information will include, but not limited to, such subjects as hiring, transfer, termination, promotion, retirements, etc,

The NALC will be notified of any contemplated changes in authorized complements in all categories of employment. This includes the hiring and termination of all employees.

The NALC will be notified at least two weeks, if possible, prior to any New Employee Training (NET) and will be provided with ample time to address such new employees.

A list of all authorized positions by Section or Station will be furnished to the NALC.

All available training opportunities will be posted.

When the Postal Service opens the Postal Examination, management will notify the NALC.

Employees requesting promotion and/or reassignment to another craft will be given an opportunity to take the appropriate examination, if necessary. Upon passing the examination, the employee will be given consideration before any non-postal employee.

### **Details**

Management will supply a list of all detailed Letter Carriers to the Union, stating the reason why the employee is detailed. There will be no details unless for light duty or until review and discussion with the NALC, unless emergency, excluding supervisor details

### **Reassignment (Item 18)**

In the event it is determined the manpower needs of a Station exceeds the staffing requirements, every effort will be made to retain the regular Carriers. Flexible hours will be reduced first whenever possible. All reassignments will be based on city seniority.

### **Excess Carriers (Item 18)**

Carriers excessed from a Station will be returned to that Station when a residual vacancy occurs, provided they submit a bid for a vacancy. Failure to bid for the first available vacancy will end such retreat rights. Carriers excessed from a Station will be notified in advance of all existing vacancies in other Stations; they will have their choice according to City seniority. Every effort will be made to assign excessed Carriers to the Stations of their choice.

## **Article 41 (continued) Consolidation of Offices**

In the event of a change, such as but not limited to, the combining of two or more Stations or the splitting of a Station, the NALC, Management and the Carriers affected will review and discuss the changes and the method of posting and bidding of all routes affected by the changes.

### **Duties of Reserve (Float) Carriers or Unassigned Regulars**

Reserve/Float or Unassigned Letter Carriers will opt for either daily work assignments or craft duty assignments of anticipated duration of five [5] days or more (holddowns) using City Wide seniority.

Upon reporting for duty, each Carrier will select available daily (one day) open full time assignments.

If after the selection process has taken place another daily full time assignment becomes available, which was not known at the time of previous selection, no further bidding will take place, except that if a regular Carrier is called in on his non-scheduled day after the selections have been made and bumps the Reserve or Utility, then the person bumped may select from the then available full time assignments. If no full time assignment is available, they will bump the junior PTF or CCA with a full time holddown assignment.

### **Part Time Flexibles Seniority Section 2.B.4.**

Part Time Flexible Employees may use their seniority to bid for their vacation period. PTF's and CCA's will use their seniority to bid available temporary assignments of five or more days. As successful bidders, they assume the hours of duty and the schedule of work days of the full time Carrier whose assignment is being covered. PTF's and CCA's are subject to bumping procedures as established under Article 41.2.B.5. (refer to regular working his non-scheduled day).

### **PTF & CCA Work Week**

PTF's and CCA's may be scheduled less than eight [8] hours per service day and less than forty [40] hours in a service week.

### **PTF & CCA Work Hours**

Part Time Flexible and City Carrier Assistant hours (straight time and/or overtime hours) will be assigned as equitable as possible during a pay period.

Work hours for Part Time Flexibles and City Carriers Assistants will be made available to the Steward as requested.

**Article 41 (continued)**  
**PTF & CCA Weekend Schedule**

Weekend schedules for Part Time Flexible and City Carrier Assistant employees will be posted to the maximum extent possible no later than Wednesday in the service week preceding the service week in which the weekend falls.

**Relay Boxes**

Relay Boxes shall be utilized to the maximum extent possible. Every effort shall be made to eliminate the use of LCB's for the purpose of storing relays.

**Working Off the Clock**

No employee will be permitted to perform any duties unless they are on official time. No supervisor will permit any employee to work off the clock. If the supervisor is notified and fails to take action, the matter will be reported to higher level Management.

**Transportation Between Units**

All work and travel between work units, when such work is authorized during an employee's day, will be done on the clock.

**Office Conditions**

Management will request air conditioning in all Postal Facilities. Quarterly progress reports will be furnished to the NALC.

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

In compliance with Federal Regulations, ample comfort facilities must be readily available wherever workers are employed.

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

All employees must be provided with adequate locker and swing room space and toilet facilities, in compliance with Federal Regulations.

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

Management will be responsible for the maintenance and cleanliness of workroom floors, drinking fountains, swing room, lavatories and Carrier cases and to insure adequate light, heat and ventilation in all units.

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

## **Article 41 (continued)**

### **Office Conditions**

Oiling and general cleanups will be done at such times when there are no employees in the cleanup area. This type of work must be performed in coordination between operation and custodial maintenance supervisors and must not inconvenience or cause discomfort to other working employees. All loading platforms must be equipped with loading ramps which meet the requirements of the specific platform involved.

### **Charity and Bond Drives**

It is agreed that employees should participate in Savings Bond and Charity Drives on a voluntary basis and that their non-participation in said drives will not result in their being penalized in anyway.

### **Public Address System**

The public address system (PA) must be properly designed so that it can be clearly heard and understood in each location.

The NALC Shop Steward(s) or designee will be permitted to make changes to the radio station.

### **Carrier Breaks**

On July 21<sup>st</sup> of each year the Union at each Station or Garage will determine when the two [2], ten [10] minute breaks will be taken. Carriers who work only a portion or portions of a day will have their "Breaks" implemented on a pro-rata basis. The pro-rata basis will involve equal segments of two [2] hours each in the eight [8] hour day.

1. A Carrier working [2] hours is entitled to a [5] minute break
2. A Carrier working [4] hours is entitled to a [10] minute break
3. A Carrier working [6] hours is entitled to one [10] minute break and one [5] minute break
4. A Carrier working [8] hours is entitled to two [10] minute breaks

Carriers who are required to work past their scheduled leaving time may at their option elect to take their break in the office with agreement from local management.

### **Abolishment of Full Time Letter Carrier Assignments**

#### **Section 41**

When a Letter Carrier route or full time duty assignment, other than the Letter Carrier route(s) or full time duty assignment(s) of the junior employee(s) is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects all routes and full time duty assignments at that unit held by Letter Carriers who are junior to the Carrier(s) whose route(s) or full time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.

**Pursuant to Article 30 of the National Agreement, the Article negotiated at the Local Level and those Articles brought forth from previous Local Memorandums of Understanding constitute the entire Agreement between Branch 157, National Association of Letter Carriers and the Philadelphia Post Office.**



**Michael Hernandez**

**Philadelphia Post Office**

**Philadelphia, PA**

**July 16, 2018**



**Joseph Rodgers**

**Keystone Branch 157, Philadelphia, PA**

**National Association of Letter Carriers**

**July 16, 2018**