

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING CONSTITUTES AGREEMENT
BETWEEN

SOUTH JERSEY AREA LOCAL
AMERICAN POSTAL WORKERS UNION
AFL-CIO

AND

MANANGEMENT
UNITED STATES POSTAL SERVICE
CAMDEN, NJ 08101-9998

This Agreement is entered into pursuant to the terms of Article XXX of the National Agreement signed on **December 18, 2001** between the American Postal Workers Union, AFL-CIO and the United States Postal Service.

This Memorandum of Understanding constitutes the entire Agreement on matters related to local conditions of employment subject to those items submitted to the Impasse Resolution Procedures.

ARTICLE 1 - UNION RECOGNITION

In accordance with the provisions of Article 1 of the National Working Agreement, the employer recognizes the South Jersey Area Local of the American Postal Workers Union, AFL-CIO, the designated exclusive bargaining agent for all employees in the Camden New Jersey Post Office, in the craft bargaining units for which the American Postal Workers Union has been certified and recognized at the National level.

ARTICLE 30 - LOCAL IMPLEMENTATION

2. The establishment of a regular work week of five days with either fixed or rotating days off.

The regular work week of five days shall have fixed days off.

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 occasions emergency conditions may exist which would encourage the employer to consider the curtailment of operations. In cases of such emergency conditions, the employer will, prior to making a decision to curtail the operation, take into consideration such factors as:

- (a) The degree of emergency as stated by and acted upon by responsible governmental authorities.
- (b) The safety and health of its employees; and,
- (c) The accessibility of postal operations and its customers to the employer and employees.

Prior to taking action to curtail the operation, the employer will notify the Union's designee of its plan of implementation. Management will notify affected employees.

4. Formulation of local leave program.

- (a) Employees granted leave in one section shall retain leave in the new section.
- (b) Management shall post a notice March 1st of each year advising employees of prime time submissions. Employees will submit form 3971 and these will be honored on the basis of seniority on each tour and section.
- (c) Applications for vacations shall be submitted by April 1st.
- (d) After the selection process has been completed a vacation schedule shall be posted on Main Office and Station/Branch bulletin boards.
- (e) Employees who earn thirteen (13) days annual leave per year shall on the first selection be granted up to ten (10) consecutive days, or two separate five-day periods during the choice period.
- (f) Employees who earn twenty (20) or twenty-six (26) days annual leave per year shall on the first selection be granted up to fifteen (15) consecutive days or ten (10) consecutive days and another five-day period; or two separate five-day periods during the choice period.

5. The duration of the choice vacation period(s).

Choice vacation period will begin with the first full week in May for a continuous period until the last full week in October.

The week of Thanksgiving Day and December 26th through December 31st shall be included in the choice period.

6. The determination of the beginning day of an employee's vacation period.

Clerks will sign for periods beginning on Monday.

7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

After all employees have had the opportunity to make their first selection, they will again be contacted for a second selection if entitled to a second selection, as noted in Item #9.

8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

- (a) The necessity of taking military training, performing jury duty, attending National or State American Postal Workers Union functions by an employee will not preempt employee from additionally choosing a vacation period by April 1st to which employee would be entitled on the basis of seniority.

- (b) Management shall make every reasonable effort to allow delegates time off to attend State and National Conventions.

9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

It is agreed that 15% of the employees will be permitted annual leave during the choice vacation period, by section, by tour. If the percentage is not a whole number, management will go to the next whole number.

The sections by tour will be identified as follows:

Main Office, South Camden

Annex

Administrative

Audubon

Collingswood

East Camden

Merchantville
Oaklyn
Pennsauken
Manual sections by scheme on T-1:
Zone 2-3-4
Zone 5-8
Zone 6-7
Zone 9-10

PTF's will be assigned to the section that they normally work.

Future automation changes will require meeting with the union.

10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

Management will give notice of approval or disapproval of vacations by April 15th via PS Form 1547 or alternative form. Employees will then submit PS Form 3971, in duplicate, for approved vacation to be returned by April 30th.

11. The procedures for submission of applications for annual leave during other than the choice vacation period.
 - (a) For leave other than choice vacation selection, it is mandatory upon management that all forms 3971 (Request for, or Notification of Absence) be returned to the applicant within forty-eight (48) hours (two work days) after receipt if it is going to be disapproved. The reason for disapproval must be explicitly stated. This applies to all forms 3971 receipted and submitted in duplicate to immediate supervisor at least four (4) days in advance.
 - (b) There will be a percentage of 7% allowed off during other than the choice vacation period.
 - (c) When an employee's request for annual leave is denied, Management will keep a record of such requests to include employee's name, date applied for, and submission date. Subsequently, if annual leave may be granted over and above that originally planned, Management will offer and grant such annual leave based on date of original submission. Seniority will apply if submission date is the same.
12. Tours will be defined in accordance with PSDS Handbook 132.221 as follows:

- Tour 1 -- Starting Time after 8:00PM
- Tour 2 -- Starting Time after 4:00AM
- Tour 3 -- Starting Time after 12:00 AM

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

- (a) All casual 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 their holiday, ranked in seniority order and selected in seniority order;
- (c) All Full-Time Regular Employees who volunteer to work their non-scheduled day, ranked in seniority order and selected in seniority order; and
- (d) All Full-Time Regular Employees who did not volunteer to work their holiday or non-scheduled day shall be combined into a single group and selected in inverse seniority order.
- (e) Holiday assignments shall be by the following Sections, by tour,:

Main Office, South Camden

Annex

Administrative

Audubon

Collingswood

East Camden

Merchantville

Oaklyn

Pennsauken

Manual sections by scheme on T-1:

Zone 2-3-4

Zone 5-8

Zone 6-7

Zone 9-10

13. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

- (a) The "Overtime Desired" list shall be administered by required skills by sections among bargaining unit employees of the Camden

New Jersey Post Office with no crossing of crafts or farming out of mail except in extreme emergencies.

- (b) There will be four (4) Overtime Desired Lists that will be established by section by tour. The Overtime Desired Lists shall be as follows:
 - a. OTDL before Tour
 - b. OTDL after Tour
 - c. OTDL Non-Scheduled Days
 - d. OTDL in excess of ten (10) hours

An employee may select list a, b, c, or d in any combination or multiple. An employee is considered to be "off" any list(s) he/she has not signed. Each list will have a separate and distinct rotation. The non-scheduled day OTDL shall also be rotated based on the specific day of the week.

- (b) Overtime will be administered by section, by tour. The sections will be as follows:

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Annex

Administrative

Audubon

Collingswood

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Oaklyn

Pennsauken

Manual sections by scheme on T-1:

Zone 2-3-4

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- (c) Prior to each calendar quarter, the employer shall solicit volunteers for the Overtime Desired List (OTDL)
- (d) Employees on the "Overtime Desired" list shall be expected to work overtime when asked or shall be removed from such list based on equity e.g., anniversaries, birthdays, illness, deaths.
- (e) When the "Overtime Desired" list has been exhausted, Management shall solicit from employees outside the OTDL by seniority before mandatory overtime by juniority.

14. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.
 - (a) Light duty assignments are those available tasks which the employee may perform within his/her medical limitation(s).
 - (b) Light duty assignments are such assignments which can be performed by ill or injured employees without creating a hazard to him/herself or to other employees.

15. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.
 - (a) When an employee becomes eligible for light duty, there shall be consultation with the APWU and Postmaster or designee. If possible, the consultation will be held before any decision is made. If not, it will be held as soon as possible after the decision is made.
 - (b) Management shall not assign specified days off until they have consulted with the APWU.

16. The identification of assignments that are to be considered light duty within each craft represented in the office.

Such assignments could include modification of present work assignments, duties involving desk work, sitting on a flat rest bar, no prolonged walking, standing or heavy lifting, minimum use of stairs, or other typical features of a position.

17. The identification of assignments comprising a section, by tour, when it is proposed to reassign within an installation employees excess to the needs of a section.

Pursuant to the objectives of Article XII of the National Agreement, sections will be established according to the principal work involved. These sections, by tour will be the basis for scheme assignments, duty assignments, surplus and retreat tights. As a minimum requirement, sections will be established according to the following categories:

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Annex
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Audubon
Collingswood

East Camden
Merchantville
Oaklyn
Pennsauken
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Zone 6-7
Zone 9-10

18. The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

Every effort shall be made to allow members of the South Jersey Area Local American Postal Workers Union to attend local union meetings.

19. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.
- (a) Labor Management meetings will be conducted once per month at a date mutually agreed on by the local union (South Jersey Area Local or its designee) and the local Management except during the months of July, August and December.
- (b) Labor Management meetings can be cancelled if mutually agreed by the local Union and Management.
20. Local implementation of this Agreement relating to seniority, reassignments and posting.
- (A) POSTING
- (1) Any assignments for which starting time or duration has been changed by more than one hour, or the days off have been changed, will cause that assignment to be posted.
- (2) Any additions in scheme requirements will cause an assignment to be posted unless the incumbent has been in the assignment for one year or more and such change is agreeable to him/her.
- (3) Notice of vacancies involving APWU assignments shall be posted for a period of ten (10) days.

- (4) Copies of bids shall be sent to Chief Steward of this office. The Union shall be notified is a bid is being rejected because bidder has been successful bidder five (5) times since the beginning of the contract date.
 - (5) An employee, who has submitted a bid, shall have the right to withdraw, in writing, anytime before the closing date.
 - (6) The successful bidder must be placed in the new bid assignment within fourteen (14) days from the date of posting of the successful bidder(s) except during the month of December.
- B. The senior PTF shall have the option of filling in on the job vacancy of anticipated duration of more than two (2) weeks.
 - C. Part-time Flexible, Temporary and Casual employees shall be utilized for week-end assignments to the maximum extent possible when establishing new bid jobs.

IN WITNESS WHEREOF THE PARTIES HERETO AFFIX THEIR SIGNATURES BELOW:

United States Postal Service
Camden, NJ 08101-9998

American Postal Workers Union
South Jersey Area, APWU Local

By _____
GEORGE DONAHUE
POSTMASTER

By _____
THOMAS W. WOODFORD
PRESIDENT

Date: _____

Date: _____