

LOCAL  
MEMORANDUM  
OF  
UNDERSTANDING

Between the

Trenton Metro Area Local/APWU

&

The USPS/Trenton, NJ

November 21, 2010

to

May 20, 2015

# **ITEM 1**

## ***Additional or Longer Wash-up Periods***

### CLERK CRAFT:

- A. All clerk craft employees shall be granted a five (5) minute wash-up period prior to both lunch and end of tour.

**1. Those assigned to the FSS section/building will receive an eight minute (8) wash-up period prior to both lunch and end of tour.**

### MAINTENANCE CRAFT: \*

- A. Employees will be granted a ten (10) minute wash-up before lunch and end of tour.

### MOTOR VEHICLE CRAFT: \*

- A. All Motor Vehicle Craft employees other than clerical will be granted a ten (10) minute wash-up prior to lunch.
- B. All Motor Vehicle Craft employees except clerical will be granted a fifteen (15) minute wash-up prior to their end of tour.
- C. All Motor Vehicle Craft **clerical** employees shall be granted a five (5) minute wash-up prior to both lunch and end of tour.

### ALL CRAFTS:

- A. Any Trenton Metropolitan Area Local (APWU) craft employee may be granted additional wash-up as needed for dirty work.
- B. Any employee who comes in contact with a toxic substance will immediately be given sufficient time and the appropriate means to remove said toxic substance.
- C. PSEs will be granted wash-up commensurate with their craft.**

\*These wash-up times are for personal needs and not for clean-up of tools and equipment.

## **ITEM 2**

### ***The Establishment of a Regular Work Week of Five Days With Either Fixed or Rotating Days Off***

The workweek for Trenton Metropolitan Area Local (APWU) full-time regular employees will be a fixed workweek.

## **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 occasions emergency conditions such as weather extremes, bomb scares, civil strife, power failures, equipment failures, etc. may exist which would cause consideration to be given to the curtailing of services. In such cases, management will take into consideration the following factors:

- A. The safety and health of employees.
- B. The degree of emergency as stated by and acted upon by responsible governmental authorities.
- C. The requirements of its customers.
- D. The employer shall notify the employees at the earliest possible time of curtailment or termination of postal operations. Such notification shall be by the best means available. Management, after meaningful discussions with the Union, will determine what appropriate action will be taken.

# ITEM 4

## **Formulation of Local Leave Program**

- A. 1. Employees shall submit requests in duplicate for choice vacation period on POD 1547 during the time period for submitting applications. Initialed copy of the POD 1547 will be returned to the employee.
2. Maintenance & Motor Vehicle Craft will submit PS 3971's in triplicate with a signed copy returned to the employee.
3. Requests for full weeks will take precedence over requests for single days; **single days over partial days.**
4. Applications for annual leave will be submitted and approved leave schedules will be posted according to the following:

<u>SUBMIT APPLICATIONS</u>	<u>FOR PERIOD</u>	<u>SCHEDULE POSTED</u>
During PP 24	PP 02 thru PP 06	1 <sup>st</sup> Monday PP 26
During PP 04	PP 07 thru PP 12	1 <sup>st</sup> Monday PP 06
During PP 08	PP 13 thru PP 20	1 <sup>st</sup> Monday PP 10
During PP 17*	PP 21 thru PP 01	1 <sup>st</sup> Monday PP 19

**\*For the period of December 14<sup>th</sup> thru December 24<sup>th</sup>, a leave waiting list will be established. A labor management meeting will be held two weeks prior to December 14<sup>th</sup> to determine leave approval due to operational needs.**

**5. PLANT ONLY - Any approved annual leave period in excess of 3 consecutive weeks will not be counted against the negotiated quota for that portion of the time exceeding 3 weeks, up to three additional leave slots.**

- B. For the purpose of identification, the following areas of activity are designated as a section:

1. Clerk Craft

- a) Executive and Administrative Section
- b) Main Office Window Services (not less than 2)**
- c) Hamilton Annex (**not less than 4**)
- d) Mail Processing Division by tour
- e) Automation by tour
- f) Business Mail Entry Unit
- g) TACS
- h) Highway Transportation Clerks
- i) Mercerville (not less than 1)**
- j) Circle (not less than 2)**
- k) Lawrenceville (not less than 1)**
- k) West Trenton (not less than 1)**
- l) Station "C" (not less than 1)**
- m) Villa Park (not less than 1)**
- n) Downtown (not less than 2)**
- o) Fort Dix/McGuire (not less than 1)**

Motor Vehicle Craft

A. *Transportation Employees*

- 1) Motor Vehicle Drivers
- 2) Clerical
- 3) Driver Safety Instructor

B. *Vehicle Maintenance Employees*

- a) Lead Automotive Technician, PS 10
- b) Body and Fender Repairman
- c) Garageman
- d) Lead Automotive Technician, PS 9
- e) Clerical
- f) Automotive Technician PS 8
- g) Automotive Technician PS 7**
- h) VOMA**

2. Maintenance Craft

- a) By Occupation Groups and Tours.
  - b) For the purpose of determining the number of employees that may be granted incidental leave, the complement will be based on the number of employees by occupational group and tour and will exclude employees on training.**
- C. A copy of the vacation schedule from each craft will be mailed to the Trenton Metropolitan Area Local APWU Local President.
- D. No trading of choice vacation periods will be allowed.
- E. Employees requesting withdrawal of the whole or any part of their vacation selection must obtain Union authorization prior to submission to Management for approval. Submission to Management must be at least three (3) weeks prior to the beginning of the leave period to be canceled. A PS Form 3971 will be utilized to cancel said leave, in triplicate. **All craft** employees not receiving their annual leave selection will be placed on a leave waiting list, to be posted with the annual leave listing, with a copy mailed to the local president. **Updated annual leave postings shall be provided to the local president as changes occur, but no less than bi-weekly.**
- F. An employee shall retain their approved choice vacation period although their regular assignment changes.
- G. Annual Leave will be granted on a service wide seniority basis, within each tour and section.
- H. **Annual Leave will be granted to employees in the clerk craft as such:**

**16 % from April 1<sup>st</sup> thru September 30<sup>th</sup>  
8% from October 1<sup>st</sup> thru March 31<sup>st</sup>**

**\* note exceptions under 4.B.1 Clerk Craft**

### Motor Vehicle Craft

Annual Leave will be granted to Motor Vehicle Drivers to a maximum of 10% of complement as follows:

1. Motor Vehicle Drivers

- a. Drivers – 10%
- b. Clerical - not less than one (1)
- c. Driver Safety Instructor – not less than one (1)

Annual Leave will be granted to employees in the Vehicle Maintenance Facility as follows:

2. VMF Employees

- a. Lead Automotive Technician, PS 9 - not less than three (3)
- b. Body & Fender Repairman - not less than one (1)
- c. Garageman - not less than one (1)
- d. Lead Automotive Technician, PS 10 - not less than one (1)
- e. Clerk - not less than two (2)
- f. Automotive Technician PS 8 – not less than one (1)
- g. Automotive Technician PS 7 not less than one (1)**
- h. VOMA – not less than one (1)**

### Maintenance Craft

- a. 17% by occupational group and tour

- I. Management will make every effort to release APWU represented employees on Christmas Eve and New Year's Eve. Annual Leave or LWOP will be at the employee's option.
- J. An employee scheduled for vacation shall be exempt from mandatory work during their approved vacation period.
- K. Annual Leave requests will take precedence over requests for LWOP and Change of Schedules. LWOP and Change of Schedules will not be approved until the end of the submission period. Previously approved annual leave will be forfeited if an employee falls to an insufficient annual leave balance.
- L. Requests for Annual Leave will not be considered prior to the posting of the scheduled submission period of the annual leave posting.
- M. When annual leave is granted, a PSE will be charged a minimum of six (6) hours unless the average work week falls below 30 hours which would then be reduced to four (4) hours minimum.
- N. Union representatives of the APWU will not forfeit pre-approved annual leave due to an insufficient leave balance caused by the loss of annual directly related to LWOP for Union business.**
- O. After the completion of the quarterly Annual leave solicitation process, requests for Annual leave will be considered incidental and approved based on the needs of the section and skills of the employee.

P. Stations and Branches:

To provide adequate staffing during the choice annual leave period, once Management has exhausted their relief and pool coverage and the overtime desired list does not provide sufficient personnel, Management may draft (by juniority) an employee to be utilized at an alternate Station or Branch. This does not preclude Management from seeking volunteers.

Q. **PSE's in all crafts will be included in assigned sections according to tour, and/or grade level and occupational group.**

R. **Incidental requests of more than three consecutive days of leave, not submitted by the Wednesday prior to the service week of the leave, are not subject to leave percentages and will be considered on a case by case basis. Incidental leave requests of more than three days made prior to Wednesday will be granted up to the percentages.**

## **ITEM 5**

### ***The Duration of the Choice Vacation Period(s)***

- A. The choice vacation period will begin on the first day of Pay Period 13 and end on the last day of Pay Period 20.
- B. The week that falls between Christmas (Dec. 25th) and New Year's Day (Jan. 1st) will be included in the choice vacation period.

## **ITEM 6**

### ***The Determination of the Beginning Day of an Employee's Vacation Period***

- A. The determination of the beginning day of an employee's vacation period will correspond to the Postal Service week. (Saturday through Friday).
- B. The employee may request to change the beginning day of his/her vacation to coincide with employee's normal rest day or days with management agreement and notification to the Local President.

## **ITEM 7**

### ***Whether Employees at Their Option May Request Two Selections During the Choice Vacation Period, in Units of Either 5 or 10 Days***

- A. An employee may request two selections during the choice vacation period in units of either 5 or 10 working days.
- B. An employee may request more than 10 consecutive days of leave during the choice vacation period. Such requests will be granted if it does not adversely affect efficient and orderly operations, and does not adversely affect the vacation requirements of any other employee.
- C. These provisions apply to PSEs.

## **ITEM 8**

### ***Whether Jury Duty and Attendance at National or State Conventions Shall be Charged to the Choice Vacation Period***

- A. Jury duty shall not be charged to the choice vacation period.
- B. Delegates of the Trenton Metropolitan Area Local shall not have attendance at National or State Conventions charged to the choice vacation period.
- C. Any employee who is called for jury duty or attends a State or National convention during his/her originally scheduled choice vacation period shall be allowed to choose an open choice vacation period.



## **ITEM 9**

### ***Determination of the Maximum Number of Employees Who Shall Receive Leave Each Week During the Choice Vacation Period***

#### **CLERK CRAFT**

A. Annual leave during the choice vacation period shall be 16% except as noted below.

- 1) MOWS – not less than 2
- 2) Station C – not less than 1
- 3) Villa Park – not less than 1
- 4) Downtown – not less than 2
- 5) Mercerville – not less than 1
- 6) Circle Branch – not less than 2
- 7) Lawrenceville – not less than 1
- 8) West Trenton – not less than 1
- 9) Ft Dix/McGuire – not less than 1
- 10) Hamilton Annex – not less than 4

- B. The Local President will be provided written notification of the complement of the clerk craft on April 1st of the leave year. Upon determination of the number of employees off according to the above formula, tour and section scheduling of Annual Leave will be assigned proportionately.
- C. Computations of the percentages noted above will be as follows:
1. Fractions in excess of a whole number will be rounded off to the nearest whole number.
  2. Fractions less than a whole number will be rounded off to one (1)

MOTOR VEHICLE CRAFT

A. Annual leave will be granted by sections according to the following:

1. VMF Employees
  - a) Lead Automotive Tech, PS **9** will have not less than three (3)
  - b) Body & Fender Repairman will have not less than one (1)
  - c) Garageman will have not less than one (1)
  - d) Lead Automotive Tech, PS **10** will have not less than one (1)
  - e) Clerks will have not less than two (2) employees on Annual Leave
  - f) Automotive Technician **PS 8** will have not less than one (1)
  - g) Automotive Technician PS 7, will not have less than one (1)**
  - h) VOMA – not less than one (1)**
  
2. Motor Vehicle Drivers
  - a) Motor Vehicle Drivers **17%**
  - b) Clerical will have not less than one (1) employee on Annual Leave
  - c) Driver Safety Instructor will have not less than one (1)  
Computation of the percentage noted above will be as follows:
    1. Fractions in excess of a whole number will be rounded off to the nearest whole number.
    2. Fractions less than a whole number will be rounded off to one (1).

MAINTENANCE CRAFT

- a) 17% by occupational group and tour

**ITEM 10**

***The Issuance of Official Notices to Each Employee of the Vacation Schedule for Such Employee***

- A. Within two (2) weeks of closing date of application, Annual Leave schedule will be posted. A copy of each craft schedule will be mailed or e-mailed to the Local President.
- B. At the time of the posting, one copy of triplicate Form PS 3971 prepared by employee will be returned to the employee.

## **ITEM 11**

### ***Determination of the Date and Means of Notifying Employees of the Beginning of the New Leave Year***

*ALL CRAFTS*

- A. Notice concerning the date of the beginning of the new leave year shall be posted on bulletin boards during November of each year.
- B. During November the employer will notify individual employees in excess of 440 hours annual leave balance that they must use their excess leave by the first day of the new leave year to avoid forfeiture.

## **ITEM 12**

### ***The Procedures for Submission of Application for Annual Leave During Other than the Choice Vacation Period***

*ALL CRAFTS*

- A. For same day requests.  
Approval or disapproval will be given within two (2) hours after receipt of Form PS 3971.
- B. Requests submitted for One (1) or Two (2) scheduled days in advance. Notification to employee will be prior to the end of tour.
- C. Requests submitted three (3) scheduled days or more in advance.  
Approval or disapproval will be given within forty-eight (48) hours after receipt of Form PS 3971.
- D. All PS 3971's must be submitted in triplicate to immediate supervisor. One signed and dated copy of the PS 3971 will be returned to the employee by the immediate supervisor noting the date the immediate supervisor received the PS 3971 and signed by the immediate supervisor. At the time of the decision to approve or to disapprove the leave, management will return to the employee, signed copy of 3971.
- E. Leave, when granted, will be on a first come first served basis unless multiple requests are made for the same period. In such instances seniority will prevail.
- F. Circumstantial needs of the employee will receive consideration.
- G. Any employee, on a change of schedule to another tour, will be considered junior on that tour.

## **ITEM 13**

### ***The Method of Selecting Employees to Work on a Holiday***

- A. For the purpose of identification of sections regarding holidays, the following areas will be designated as sections by tour.

#### Clerk Craft

Manual Distribution – Non Scheme  
Manual Distribution – By scheme  
Flatsorter Section  
Merchandise Return Mail  
City Firm Case  
Mail Processors  
City Periodicals  
SCF Periodicals  
030/040/044/150  
State Offices  
SPBS  
Outgoing Periodicals  
Express Distribution  
GMF Box Section  
Post Distribution  
Scan Where You Band  
Registry  
MDO Office  
Postage Due  
Business Mail Entry Unit  
Official Mail  
Plant Manager's Office  
Expeditor  
Label  
Training  
Quality Control  
Postmaster's Office  
Operations Support  
Personnel  
Transportation Clerks  
Claims  
Review Clerk  
TACS  
Hamilton Annex

Main Office Window Services  
Mercerville  
Circle  
Lawrenceville  
West Trenton  
Station "C"  
Villa Park  
Downtown  
Fort Dix  
McGuire  
Procurement

2. Maintenance

- a) Sections in the Maintenance Craft shall be by occupational group and grade level and special qualifications where necessary.

3. Motor Vehicle Craft

- a) Motor Vehicle Drivers by tour.
- b) Vehicle Maintenance Employees by occupational Group and tour.
- c) Motor Vehicle Craft Dispatcher.
- d) Motor Vehicle Employees who are in a hold down position (per Article 39) will assume the hours and drop days and all duties of the hold down position for the purpose of holiday scheduling.
- e) Driver Safety Instructor
- f) **VOMA**

B. Work on holidays shall be by tours and sections as indicated in the below listed order:

1. Full-time employees who have volunteered to work on their holiday, by seniority (straight time).
2. **PSE's**
3. Full-time employees who have volunteered to work on their non-scheduled day, by seniority (overtime).
4. Full-time employees by inverse seniority who have not volunteered to work their non-scheduled day (overtime).
5. Full-time employees by inverse seniority who have not volunteered to work their holiday (straight time).

- C. Employees will be solicited for the holiday or days designated as a holiday by signing the list, presented by a supervisor/**designee**, indicating their preference.
- D. Holiday schedule will be provided to the Local President at the time of posting. Schedule will indicate type of employee and voluntary/mandatory status.
- E. Any employee on a temporary change of schedule to another tour will be considered junior on that tour and section.
- F. Work on holidays will be by tour and section with regular employees being allowed to volunteer on a seniority basis first.
- G. Management may solicit from other qualified P&D personnel to work in floor positions in an honest effort to afford those personnel that would be mandatoried, the day off to enjoy their holiday or day designated as their holiday.
- H. Any qualified employee volunteering after the holiday schedule is posted shall replace the senior non-volunteer. These volunteers must do so in writing. APWU will receive copies of written requests. (It is understood that these volunteers will waive the 50% premium pay usually paid said employees who are scheduled to work after the holiday list is posted.)
- I. Management may utilize excess employees from other sections to afford those employees, who do not wish to work, the day off to enjoy their holiday or day designated as their holiday.
- J. At the conclusion of the holiday planning meeting, the APWU will be supplied the holiday plan by tour.
- K. Employees on a detail for 90 days or more in a negotiated section will be considered by seniority for holiday scheduling purposes.
- L. **Holiday schedules for each tour will be posted prior to the end of the individual tours on the Tuesday preceding the service week in which holiday falls.**
- M. **Leave requests submitted for any holiday period, after the posting of the holiday list, are not subject to leave percentages and will be considered on a case by case basis. Leave requests made prior to the posting will be granted up to the percentages.**

## **ITEM 14**

### ***Whether "Overtime Desired" Lists in Article 8 Shall be by Section and or Tour***

- A. The overtime desired list shall be by section and tour (all crafts).
- B. For the purpose of identification regarding the overtime desired list the following areas are designated as sections by tours:

Clerk Craft

Manual Distribution – Non scheme  
Manual Distribution – By Scheme  
Flat Sorter Section  
SPBS  
City Firm Case  
Mail Processors  
GMF Box Section  
City Periodicals  
SCF Periodicals  
030/040/044/150  
State Offices  
Outgoing Periodicals  
Express Distribution  
Post Distribution  
Scan Where You Band  
Registry  
MDO Office  
Postage Due  
Business Mail Entry Unit  
TACS  
Plant Manager's Office  
Expeditor  
Label  
Training  
Quality Control  
Postmaster's Office  
Operations Support  
Official Mail  
Personnel  
Transportation Clerks  
Review Clerk  
Claims  
Merchandise Return Mail  
Hamilton Annex  
Main Office Window Service  
Mercerville  
Circle  
Lawrenceville  
West Trenton  
Station "C"  
Villa Park  
Downtown  
Fort Dix  
McGuire  
Procurement

### Maintenance

1. Sections in the Maintenance Craft shall be by occupational group and grade level and special qualifications where necessary.

### Motor Vehicle Craft

1. Motor Vehicle Drivers by tour.
2. Vehicle Maintenance Employees by occupational group and tour.
3. Motor Vehicle Craft Dispatcher
4. Driver Safety Instructor
5. **VOMA**

### All Crafts

- C. The Overtime Desired List shall include an option for 10 and 12 hour Begin and End Tour preference and option for Non-Scheduled day preference.
- D. Any employee because of illness, disability or personal hardship may be excused from being required to work overtime by completing a 3971.
- E. Any employee desiring to remove their name from the ODL must do so in writing to an APWU representative and their Supervisor. This action will be effective twenty-four (24) hours after the submission of said request. The employee will not be allowed to place his/her name back on the list until the next quarter.
- F. Employees shall receive one hour advance notice when the Postal Service schedules overtime work, but may receive less notice if unusual conditions exist.
- G. An employee who is on a change of schedule will be considered the junior employee on that tour for the purpose of this article.
- H. Prior to the calendar quarter, management will solicit volunteers by having the employee sign an overtime desired list, presented by a supervisor/**designee**, indicating his/her preference. A copy of the overtime desired list and the solicitation list will be provided to the Local President at the time of posting.
- I. An employee, who is in a 204-B status, for any portion or fraction of that particular day, will be ineligible for craft overtime on that particular day.
- J. Employees absent from their duty station during the Overtime Desired List sign up period, or who have any changes in their duty assignment or who are converted to full-time may request to sign the Overtime Desired List. Such requests will be made to the TMAL, APWU official designated by the Union. The Union will then notify management of any employees meeting the above criteria, who are to be added to the Overtime Desired List.
- K. Light duty employees who are on the ODL and can perform their bid duties on a limited hourly basis to the extent of their medical restrictions, must perform these duties during their normal eight (8) hour workday to be eligible for overtime.



- L. Relief and Pool Employees will sign the Overtime Desired List where they are domiciled.
- M. The Relief and Pool Clerks scheduled at a Station & Branch will be junior for the purpose of the Overtime Desired List at their respective office.
- N. Once Management maximizes the section and needs additional personnel, management will utilize the Plant Supplemental ODL first by seniority on a rotating basis. If Management still needs additional personnel, management will utilize the Customer Service ODL by seniority on a rotating basis by tour. The definition of whether an employee is designated as Plant or Customer Service will be determined by their Finance Number.
- O. Prior to the Calendar Quarter, Management at the Stations and Branches will solicit volunteers for the "Station and Branch Supplemental Overtime Desired List". This list will include those employees who wish to volunteer to work overtime at other Stations and Branches in the event the regular overtime desired list does not provide sufficient personnel. This list will be maintained in the Postmasters Office, and requests by individual Stations and Branches will be processed through the appropriate authorities.
- P. An employee on light/limited duty must work their overtime assignment in their designated section. If there is no work within their medical limitations, they are not permitted to work overtime in another designated section. The only exception to this rule is when all sections on the tour have been maximized up to twelve (12) hours in a day, or 60 hours in a service week.
- Q. Employees on a detail for 90 days or more in a negotiated section will be considered in the regular rotation by seniority for overtime purposes.

## **ITEM 15**

### ***The Number of Light Duty Assignments Within Each Craft or Occupational Group to be Reserved for Temporary or Permanent Light Duty Assignment***

#### All Crafts

- A. The number of light duty assignments for APWU bargaining unit employees shall be that number commensurate with good business practice necessary to meet the needs of employees as prescribed by the employee's doctor's orders.

## **ITEM 16**

### ***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***

#### **All Crafts**

- A. No employee on light duty shall displace or bump an employee currently holding a bid assignment in the light duty area.
- B. When there is a cross craft light duty assignment affecting an APWU craft employee, the APWU Local shall be consulted.
- C. Whenever possible, the employer will assign an employee on light duty to a schedule consistent with his/her bid schedule.
- D. As soon as possible, the installation head or his/her designee will respond to all light duty requests.

## **ITEM 17**

### ***The Identification of Assignments that are to be Considered Light Duty Within Each Craft Represented in the Office***

#### **All Crafts**

- A. Any work within their medical restriction.
- B. Employees are responsible for submission of medical documentation in a timely manner.
- C. When employees are refused by management to work, their leave shall not be considered unscheduled.

## **ITEM 18**

### ***The Identification of Assignments Comprising a Section, when it is Proposed to Reassign Within an Installation Employees Excess to the Needs of a Section***

- A. For the purpose of identification of sections regarding excessing within the installation, the following areas are designated as sections by tour:

*1. Clerk Craft*

Manual Distribution – Non Scheme  
Manual Distribution – By Scheme  
Flat Sorter Section  
SPBS  
Mail Processors  
GMF Box Section  
City Periodicals  
SCF Periodicals  
030/040  
044/150  
State Offices  
Outgoing Periodicals  
Express Distribution  
Official Mail  
Post Distribution  
Scan Where You Band  
Registry  
MDO Office  
Postage Due  
Business Mail Entry Unit  
TACS  
Plant Manager's Office  
State House  
Expeditor  
Label  
Training  
Quality Control  
Postmaster's Office  
Operations Support  
Review Clerk  
Personnel  
Transportation  
Claims  
Merchandise Return Mail

City Firm Case  
Hamilton Annex  
Main Office Window Services  
Mercerville  
Circle  
Lawrenceville  
West Trenton  
Station "C"  
Villa Park  
Downtown  
Fort Dix  
McGuire  
Procurement

2. Maintenance Craft

For the purpose of identification, sections will be designated by occupational group and tour.

3. Motor Vehicle Craft

For the purpose of identification, sections will be designated by occupational group and tour.

## **ITEM 19**

### ***The Assignment of Employee Parking Spaces***

- A. Sufficient parking space will be provided for employee parking.
- B. One designated parking space will be provided for the president of the Union.
- C. **Vehicle Maintenance Facility** employees will continue to park within the VMF compound area.

## **ITEM 20**

### ***The Determination as to Whether Annual Leave to Attend Union Activities Requested Prior to Determination of the Choice Vacation Schedule is to be Part of the Total Vacation Plan***

- A. Annual Leave to attend Union activities shall be granted during all vacation periods. It shall not be charged to **any** vacation period.
- B. Elected officers of the Trenton Metropolitan Area Local and stewards, at their request, will be excused early enough to attend regular Union meetings.
- C. The President and Vice-President will be excused from duties to attend Union functions. This consideration will be given to all officers and stewards if mail conditions permit.
- D. Employees desiring to attend Union meetings on Saturday evenings must make known to the tour supervisor no later than Tuesday evening preceding the Saturday involved.
- E. Other members desiring to attend such meetings may be excused at an early hour when mail conditions permit.

## **ITEM 21**

### ***Those Other Items Which are Subject to Local Negotiations as Provided in the Craft Provisions of this Agreement***

- A. REPOSTING DUE TO CHANGES FOR ALL CRAFTS:  
If a positions starting time is changed two hours or less, the incumbent may have the option of accepting the new reposting time. If the positions starting time is changed more than two hours, the position should be reposted.
  - 1. The Local President or his designee will be **consulted on** any changes in workweek assignments. In no case shall this consultation be less than thirty (30) days before any action is taken which affects any workweek assignment. This consultation shall include but not be limited to the following:
    - a. The number of positions to be modified
    - b. The names of all employees affected
    - c. The position number of all positions affected
    - d. The reasons for the changes

- B. Management shall furnish the Local President, on a quarterly basis, an up-dated seniority list for each APWU Bargaining Unit Craft.
- C. All bargaining unit employees will be granted a ten (10) minute break, after approximately two (2) hours worked, both before and after lunch. When an employee is required to work overtime, he/she shall be entitled to an additional five (5) minute break period for each hour worked.
- D. Copies of the Joint Labor/Management Safety & Health Committee minutes will be provided to the Local President.
- E. Any employee who requests a pair of work gloves will be provided gloves so long as they do not interfere with their performance of duty.
- F. All details two (2) weeks or more will be posted in accordance with **BQnet & position description** (Senior Qualified or Best Qualified). **VMF clerical details of two (2) weeks or more will be filled by the senior VMF applicant.**
- G. **Failure by management to approve/disapprove a PS Form 3189 (COS), which was presented to a supervisor, within two days of receiving, will be deemed approved. It is the responsibility of the employee to document proof of submission.**
- H. **An employee in any deferment period for a bid position will receive an extension of training equal to the days of approved sick leave exceeding 3 continuous days, up to ten days maximum.**

#### Motor Vehicle Craft

- A. The current practice of providing eleven (11) uniforms and two (2) light jackets, will continue.
- B. In the event of adverse weather conditions (excessive heat or cold) Management may authorize additional breaks at the employee's request.
- C. All Motor Vehicle craft employees shall continue to receive two (2) fifteen (15) minute breaks in an eight (8) hour period. When an employee is required to work overtime he/she shall be entitled to an additional five (5) minute break period for each hour worked.
- D. Any Motor Vehicle Operator or Tractor Trailer Operator holding a bid where the duty assignment changes by adding or subtracting a minimum of 25% of an eight (8) hour tour will have the option of accepting the new position or having it reposted. Should the employee accept said change, he/she will be placed in his/her position at the beginning of the next pay period.

## **ITEM 22**

### ***Local Implementation of this Agreement Relating to Seniority, Reassignments and Posting***

- A. Article XXXVII Section 2 and 3 on Seniority Posting in the National Agreement and Article VII of the local agreement shall be adhered to as it pertains to the Clerk Craft.
- B. Employees will utilize phone or computer bidding.
- C. Bids may be withdrawn anytime prior to the closing of the bid cycle by utilizing the computer or phone system.
- D. Employees who are unable to submit their bids during the posting period will notify local management and the local union immediately, but no later than the closing of the bidding cycle. The employee will furnish the local union with a list of those positions they bid on in the order in which they wish to be considered. Management and the union will sign and date stamp this information, which will serve as the employee's official bid in the event the system is not operable.
- E. Management will provide the Union with copies of those bids received by Personnel after the conclusion of the bidding process and closing date of the posting.
- F. Management will consult with the Trenton Metro Area Local, in reviewing scheme assignments with the possibility of removing schemes from those employees whose permanent assignments do not call for scheme distribution. Removal of a scheme from an assignment shall not make this a new position and it shall not be posted for bid.
- G. Clerks shall have an opportunity to work their assigned scheme(e).
- H. A copy of the current seniority roster shall be posted at each station and branch in addition to the Main Office.
- I. The following should be considered starting times when determining tours:
  - Tour 1 – starting time between 2000 and 0399
  - Tour 2 – starting time between 0400 and 1199
  - Tour 3 – starting time between 1200 and 1999
- J. Adding any scheme requirements, other than those resulting from route changes, to a currently occupied duty assignment, will be cause to repost that assignment for bid.**

#### **Transportation Only**

- A. Tour will mean the period when the majority of the work is scheduled, according to the following:
  - Tour 1 – 08:00 PM - 04:00AM
  - Tour 2 – 04:00 AM - 12:00 PM
  - Tour 3 – 12:00 PM – 08:00 PM

The above stated tours shall apply to holidays and overtime. Leave will be granted according to the applicable items contained in this LMOU.

### Motor Vehicle Craft

- A. The yearly bids for the Motor Vehicle drivers will be posted on the first Monday of PP 19. The bids will be available for review and posted for ten (10) days. The bidding will commence on Day 12 of PP19 and will conclude on Day 14 of PP 19.
- B. The bids will be effective Day 1 of PP 21.
- C. The Local President will be provided with the proposed bids seven (7) days prior to posting.

### **SAFETY AND HEALTH MEMORANDUM**

- A. All parties will cooperate to the fullest extent in a continuing objective to eliminate accidents and safety hazards.
- B. All precautions shall be used for the safety of all during working hours and the safest working conditions shall be practiced.
- C. Every effort will be made to keep a current and satisfactory cleaning program for letter cases, floor areas, storage areas, swing rooms, restrooms, etc.
- D. All defective lamps in lighting fixtures will be replaced promptly; it is suggested that there be cooperation of employees in notifying supervisors.
- E. It is mutually agreed that a clean and orderly working environment is a vital necessity in the safe, prompt and efficient operation of a Postal facility; that employees be encouraged to keep workrooms and personal areas (swing rooms, restrooms, etc.) clean and orderly.
- F. Reasonable efforts will be made to maintain a comfortable working temperature, adequate lighting and ventilation to the extent practicable within the limitations of the available facilities and extreme weather conditions.
- G. Any equipment or appliance that may be considered detrimental to the physical well being or injurious to the employee will be brought to the attention of the immediate supervisor. If remedial action is not taken, the grievance procedures may be invoked.
- H. The placing of mats, etc. shall be used in areas where there is prolonged standing.



### **DISCIPLINE PROCEDURE MEMORANDUM**

When a non-probationary employee under a letter of charges is scheduled to report for a final scheme examination and cannot report because of approved sick leave (supported by medical evidence), a decision by the Plant Manager/Postmaster for dismissal will be held in abeyance until the employee returns to work and has an opportunity to take a scheme examination.

### **LABOR/MANAGEMENT MEMORANDUM**

- A. All parties to this contract agree that on a frequency of once each calendar month, a Labor/Management meeting may be conducted between the Plant Manager/Postmaster or designee, members of his staff and representatives of APWU Locals. The meeting will convene at a time mutually agreed upon by both parties.
- B. Such meetings may be initiated by either party to this contract through prior notification to the opposite party in writing.
- C. It is agreed that the party initiating the scheduling of such a meeting shall submit an agenda of items to be discussed at least three (3) working days prior to the date of said meeting.
- D. No restrictions shall be placed upon the nature or contents of subject presented for discussion during Labor/Management meetings. It is generally understood, however, that the discussions will be confined to matters relating to local working conditions or such other matters as might be in the interest of either or both parties of this agreement, except for individual grievances.
- E. Stenographic notes of the proceedings during each meeting shall be maintained and one transcribed copy shall be supplied by management to the Trenton Metro Area Local not later than 10 days after the meeting.
- F. Items discussed which cannot be resolved at a Labor/Management meeting will be the subject of continued study until the next Labor/Management meeting at which time a decision will be rendered and be made part of the stenographic record; the interim period shall not exceed thirty (30) days.
- G. Nothing in this section is meant to preclude either party from periodically consulting with the other regarding matters of concern at times other than during regularly scheduled Labor/Management meetings.
- H. Any Trenton Metro Area Local officer covered under this agreement will have all rights and privileges granted stewards under Article XVII Section 3 of the National Agreement to enter Trenton Postal Installations for union business. Such officers need not be on the clock.
- I. An authorized union officer shall have the right to address all new employees during their orientation period, on the first day of employment, not to exceed fifteen (15) minutes.

*The foregoing provisions constitute the entire agreement between the Parties regarding the subjects of the Local Implementation negotiations, as set forth in Article 30, Section B, of the 2010 National Agreement. This Memorandum of Understanding is entered into on October 27, 2011 at Trenton, New Jersey, between the representatives of the U.S. Postal Service and the designated agent of the APWU, pursuant to the Local Implementation of the 2010 National Agreement.*

***Russell Herrick  
Plant Manager***

***Joseph Stewart  
Postmaster***

***William Lewis  
President - TMAL***