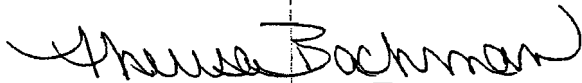


ARTICLE 30 – LOCAL IMPLEMENTATION


MEMORANDUM OF UNDERSTANDING

RECOGNITION

This basic Local Memorandum of Understanding entered into as the local implementation between the United States Postal Service and the National Postal Mailhandlers Union, represents the agreement between the Philadelphia Logistics and Distribution Center and the South Jersey Area Local.



Theresa Bachman, Plant Manager
Philadelphia L&DC 11/1/07



Perry Fiorentino, Director
Philadelphia L&DC 11-1-07

A: Additional or longer wash-up periods

In accordance with Article 8, Section 9, of the National Agreement, Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

B: 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:

- The safety and health of employees.
- The degree of emergency as stated by and acted upon by reasonable governmental authorities.

The employer will notify the Branch President as soon as practical in the event of a decision is made to curtail postal operations.

When the decision has been reached to curtail postal operations, management will notify local radio and television stations to inform employees.

C: Formulations of local leave program

The objective of this item is to grant annual leave wherever possible, as desired by the employee throughout the leave year.

- All requests for leave will be given individual consideration.
- If leave is disapproved, a reasonable and logical explanation will be given.
- Every possible consideration for appropriate leave will be given to employees in situations of personal emergency.
- Requests for leave will be submitted in triplicate. The supervisor will sign the notification box of the PS Form 3971. One copy will be returned to the employee when action is taken.
- It is mandatory upon management that all PS Form 3971s (Request for, or Notification of Absence) within 72 hours after receipt, or less if it is going to be disapproved. This applies to all PS Form 3971s personally submitted to the immediate supervisor in triplicate at least 4 days in advance.
- When an employee's request for annual leave is denied, management will keep 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 on date of original submission. Seniority will apply if submission date is the same.

- Every effort will be made to allow members of Local 308, National Postal Mail Handlers Union to attend their union meetings.
- An employee changing tour/job will maintain prior leave approval.

D: The duration of the choice vacation period

The choice vacation period will consist of the first full week of April through the first 3 weeks of October, Thanksgiving week (the week in which Thanksgiving falls), and December 26th, through December 31st.

E: The determination of the beginning of an employee's vacation period

- Beginning of the basic work week (Saturday).

F: Whether employee's, at their option may request two selections during the choice vacation period, in units of either 5 or 10 days

Employees, at their option, may request two (1) selections during the choice vacation period in unites of five (5) or ten (10) days.

A. Employees that earn thirteen (13) days of annual leave at the time selection is made:

- OPTION 1. A single selection of two (2) consecutive weeks (10 working days)
- OPTION 2. Two selections of one week each (5 working days)

B. Employees that earn twenty (20) to twenty-six (26) days annual leave at the time selection is made:

- OPTION 1. A single selection of up to three consecutive weeks (15 working days)
- OPTION 2. Two selections; one of one week (5 working days) And one of two consecutive weeks (10 working days)
- OPTION 3. Two (2) selections of one week (5 working days)

G: Whether jury duty and attendance at National or State Conventions will be charged to the choice vacation period

- Jury duty or attendance at National or State Conventions will not be charged to the choice vacation period.
- Mail handlers affected by jury duty or conventions may select another period not in conflict with the established schedule.

H. Determination of the maximum percentage of employees who will receive leave each week during the choice vacation period

The NPMHU, Local 308 will be permitted the following percentage of annual leave during the choice vacation periods, by tour.

- A. The month of April-----8%
- B. The 2 weeks that include Good Friday and Easter-----10%
- C. The month of May-----10%
- D. The month of June-----14%
- E. The month of July-----14%
- F. The month of August-----14%
- G. The month of September---10%
- H. The month of October-----10%
- I. Thanksgiving week-----10%
- J. December 26th-31st-----10%

The employer and the union will meet prior to the posting of the vacation sign-up list to discuss vacation scheduling.

I: The issuance of official notices to each employee of the vacation schedule approved for such employee

Continue to use the current system.

J: Determination of the date and means of notifying employees of the beginning of the new leave year

The employee will, no later than November 1st, publicize on bulletin boards and other appropriate means, beginning date of the new leave year, which will begin the first day of the first full pay period of the calendar year.

K: The procedures for submission of applications for annual leave during other than the choice vacation period.

Annual Leave for other than choice vacation (incidental) may be submitted up to 90 days in advance of the requested date and no request for such leave will be unreasonably denied.

Christmas Eve-----max 5% off

These requests must be submitted in triplicate with a copy signed and dated as received by the supervisor and returned immediately to the employee.

Such requests will be approved or disapproved within 72 hours and returned to the employee. If the 3971 is not acted on and returned within 72 hours, the leave requested will be considered automatically approved.

All advance requests for incidental leave will be granted on a first-come, first-serve basis.

8% allowed off other than the month of November, which will be 5%

The provisions contained in item (c) of this agreement are applicable to the above.

L: Whether "Overtime Desired Lists" in Article 8 will be by section and/or tour

The Overtime Desired List (OTDL) will be by tour.

Two (2) weeks prior to the beginning of each calendar quarter, the employer will post one overtime desired list per tour requesting volunteers to work overtime on all official bulletin boards. Such volunteers will sign their names to desired designations.

Employees on the "Overtime Desired List" from the previous quarter will have their names automatically placed on the list for the next quarter, and their names will remain on the list unless they provide the employer with written notice of their desire to remove their names from the list.

Copies of the OTDL and up-dated OTDL's will be provided to the NPMHU as appropriate.

Prior to assigning mandatory overtime to *Non-OTDL* employees, management will utilize all available OTDL mail handlers.

There will be four (4) overtime desired designations. There will be one (1) before tour, one (1) after tour, one (1) for first non-scheduled day, and one (1) for second non-scheduled day. The lists will rotate separately. Mail Handlers may sign any or all four Overtime-Desired columns.

Mail Handlers that sign all of the quarterly OTDL designations will be considered available for all overtime up to 12 hours in a day and seven days a week prior to mandating *Non-OTDL* regular mail handlers.

Mandatory overtime for *Non-OTDL* mail handlers will be by tour and by juniority on a rotating basis after volunteer list in accordance with Article 8.5D is exhausted.

The parties to this agreement recognize that sustained and excessive levels of overtime, particularly where it is being worked by non-volunteers (non-OTDL Mail handlers) are not ultimately beneficial to the Postal Service or the employees. The parties of this agreement further recognize the availability of OTDL Mail Handlers from other tours on either the before tour lists or the end tours lists and that the proper utilization of these available OTDL Mail Handlers will reduce or eliminate the need to force non-OTDL Mail Handlers from working overtime against their desire. Therefore every effort will be made by

the parties to utilize and schedule the other tours begin tour and end tour lists prior to forcing non-OTDL Mail handlers from working overtime against their desire.

All mail handlers will be given at least a one (1) hour notice for required overtime to the further extent possible.

When an OTDL mail handler changes tour, he/she will within ten (10) working days notify the gaining Manager, Distribution Operations and the union that they wish to join that tour's OTDL. During the course of a quarter, mail handlers requesting to be removed from the OTDL must submit his/her request in writing to the supervisor signed by the employee and a union steward. The employee's name will be removed from the OTDL provided the following conditions exist:

- The request is made prior to the date on which scheduling occurs.
- The mail handler cannot subsequently place his/her name back on the OTDL for the remainder of that quarter.
- Any mail handler not on a designated list will be considered *Non-OTDL* for that designation. The union will perform the solicitation and administration of the multiple OTDL's during each calendar quarter.

Management will inform the union as to the amount of hours/employees required as soon as possible on days in which overtime is needed. Any employee that feels a bypass situation may have occurred must notify the Union immediately. In the event that management calls for mandatory overtime for the entire designated list the steward administering the list cannot excuse any employee from the mandatory order. Such employee(s) must be excused by management.

Selection for overtime will be made by those mail handlers present by tour when the overtime opportunity is made available.

For weekend non-scheduled day overtime management agrees to the fullest extent possible to provide the necessary overtime request on Friday to the union for Saturday, Sunday, and Monday.

In the event that a non-scheduled day mail handler is called in for overtime and management determines that eight (8) hours of work is not needed and the union concurs, that mail handler will waive (via PS Form 3971) his/her right under Article 8.8 Guarantees, to the balance of the hours for that particular day.

Any mail handler who is on a change of schedule for personal convenience while on the OTDL will have his/her name placed at the bottom of the OTDL and will not be offered overtime until the tour list is exhausted.

Any mail handler working overtime will be placed below the junior full time regular mail handler in the immediate work area who is on the straight time for the purpose of higher level detail, except if he/she is already detailed to a higher level position for one (1) week or more.

M: The number of light duty assignments to be reserved for temporary or permanent light duty assignment

Consideration will be given at all times to the physical conditions of the employee, supported by medical limitations of a physician, as to the area to which the employee may be assigned.

It is recognized that the number of light duty assignments available will fluctuate with postal conditions and the time of year, also the number of applicants. In view of this, no numerical quota will be established but every reasonable effort will be made to provide for as many as possible.

The tour of light duty assignments should coincide with the employee(s) present tour of duty and present assigned work area, when possible.

N: 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

The US Postal Service and the NPMHU recognize their responsibility to aid and assist full and part-time regulars and part-time flexible employees who through illness and injury are unable to perform their regularly assigned duties. The installation head will show greatest consideration for these employees, giving each request careful consideration on each tour. The providing of an opportunity of reassignment will be contingent upon the following:

- The availability of appropriate work
- The assignment should not adversely affect any member of the regular work force.

Efforts should be made to identify situations in which a mail handler's current duty assignment will be modified to meet their temporary medical restrictions.

ALL requests should be returned to the Union and Employee within a reasonable amount of time.

O: The identification of assignments that are to be considered light duty

The employer will make every effort to provide as much work as possible from the following light duties. Mail Handlers on light duty will be moved to any of the light duty areas/job assignments:

- Re-wrap table
- Sweeping cells (miss-sorts)
- Sweeping Inducts
- Pulling flats
- Culling mail

P: The identification of assignments comprising a section, when it is proposed to reassign within an installation, employees excess to the needs of a section

The Philadelphia L & DC will be known as one section by tour.

- Tour 1
- Tour 2
- Tour 3

Q: The assignment of employee parking spaces

In accordance with the Mail Handler Agreement (Article 20.4), the installation head will reserve three parking spaces for the NPMHU. They are to read "NPMHU Agent"

Management will endeavor to make available to its employees suitable parking facilities.

R: 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

Leave for union activities will not be part of the total choice vacation plan provided that leave to attend such activities is requested prior to the determination of the choice vacation schedule.

S: Those other items which are subject to local negotiations as provided in the following Articles

The following articles:

- Article 12, Section .3B5
- Article 12, Section .3C
- Article 12, Section .3E3e
- Article 12, Section .4
- Article 12, Section .6C4a
- Article 13, Section .3

Article 12, Section .3B5, will be determined on a case-by-case basis between management and the union and will be in accordance with Article 12, Section .3B7 of the National Agreement.

Article 12, Section .3C, Preferred Duty Assignments will be posted installation-wide. Copies of bid postings will be provided to the union and posted on official bid boards at the installation.

Article 12, Section .3E3e, The movement of mail handlers from assigned work areas will be in the following order:

- Casuals
- Part-time Flexible Mail Handlers
- Overtime mail handlers from different tour
- Overtime mail handlers from same tour by juniority
- Mail Handlers on straight time who have assigned bids in the area, by juniority

Article 12, Section 4, Definition of a section is as follows:

- Section for leave purposes: by tour
- Section for reassignments: by tour
- Section for overtime: by tour
- Section for higher level: immediate work area as defined in Item T

Article 12, Section .6C4a, Sections will be defined by tour

T: Local Implementation of this agreement relating to seniority, reassignments, and postings

All bids will be posted in accordance with Article 12.3. The union shall be notified and given an opportunity to review and provide input on changes of newly established craft positions.

Seniority lists will be provided to the union quarterly.

Prior to any bid reversions, the union will be notified in writing and will be allowed input regarding the bid reversion.

For the purpose of higher level details the following shall apply:

All vacant/incidental higher level opportunities/vacancies shall be offered by seniority to the Full Time Mail Handler(s) holding bids in the immediate work area(s) as listed below. If no Full Time regular in the immediate work area

volunteers for the opportunity/vacancy, the opportunity/vacancy, the junior qualified full-time regular must take the assignment.

Immediate work areas:	Tour	1	2	3
Dest. Dock/Platform		X	X	X
Orig. Dock/Platform		X	X	X
Fed. Ex. Dock/Platform				X
Orig. Machine				X
Dest. Outsides				X
Flats				X
Shape Sort				X

The above marked areas by Tour currently are used for higher level.

This Local Memorandum of Understanding will remain in full force and be in effect for the duration of the **2006-2011** National Agreement between the National Postal Mail handlers Union, AFL-CIO and the Philadelphia Logic and Distribution Center.

Shirley Bachman, 11-1-07
Management Representative Date

[Signature], 11-1-07
Union Representative Date