

LOCAL MEMORANDUM OF UNDERSTANDING

Between

United States Postal Service

Berlin, NJ 08009

And

**South Jersey Area Local
American Postal Workers Union AFL-CIO**

It is mutually agreed that the present Local Memorandum of Understanding is to be extended in full force and effect through November 20, 2000.

Thomas W. Woodford Postmaster
President U.S. Post Office
South Jersey Area Local Berlin, NJ 08009
American Postal Workers Union

APPENDIX A

Section A General Provisions for all crafts

1. Employee Roster

An updated roster listing all employees in order of seniority in the installation shall be posted whenever changes occur in the installation complement.

2. Safety and Health Committee

A Labor-Management safety and health committee shall be established, as provided for in Article 14, Section 4 of the 1990-1994 National Agreement. The Presidents of the local craft unions or their designees shall serve as committee members, the presidents and employer shall endorse and actively support the rules and regulations for promoting safety and health. Meetings of the committee shall be held on official time at least two (2) times a calendar year and no more than six (6) times a calendar year. Special meetings of the safety and health committee may be called by either party in emergency situations. Meetings shall not be called during December and January.

3. Labor Management Meetings

A. Meetings shall be convened no less than four (4) times a year unless mutually agreeable that such a meeting is not necessary.

B. Labor management meetings may be requested by either party. Each party will be assured every reasonable consideration for their request to meet.

C. Minutes of labor management meeting shall be kept by a mutually appointed secretary and initiated by the parties for verification. These agreements shall not be changed without prior notification and negotiation between the parties.

4. Employee Benefits, Claims, Pay, etc.

Management will notify within fifteen (15) working days of action taken on any employee request concerning non grievance procedure actions such as inquiries into pay, leave, seniority, schedules, step increases, health insurance, accidents, retirement, etc. Any request beyond managements control will be granted the time needed to complete the necessary action.

5. Uniforms

Summer or winter uniforms shall be worn when applicable and when determined by mutual consent between management and crafts. All window clerks will wear ties with their uniform while serving our customers at the window.

6. Bulletin Boards

Each union shall be provided one of the bulletin boards in the immediate vicinity of the time clock. Use of 1/3 of the bulletin board in the swing room. A designated member of each union will be designated in the upkeep of their bulletin board and maintain a neat appearance.

7. Access to work room area

Employees on duty shall for official business have access to sections of the work room area as specified by management.

MEMORANDUM OF UNDERSTANDING
U.S. POSTAL SERVICE
BERLIN POST OFFICE
BERLIN, NJ 08009-9998
NOVEMBER 21, 1990-NOVEMBER 20, 1994

This Memorandum of Understanding is entered into on October 29, 1991 at the Berlin Post Office, Berlin, NJ 08009 between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union AFL-CIO Local Branch 4640 for the clerk craft.

Article #1

The parties mutually agree, in accordance with the provisions of Article 30, Section A of the National Agreement, that the presently effective local memorandum of understanding is not in conflict with the 1990 National Agreement, shall remain in effect during the term of this agreement. These provisions are shown in Appendix A & B of this Memorandum of Understanding.

Article #2

The 1990-1994 Local Memorandum of Understanding covering the clerk craft at the Berlin Post Office will consist of the following mutually agreed specific items enumerated below as provided for under Article 30, Section B of the national agreement.

1. Wash-Up Period
 - A. Reasonable wash up time will be granted to maintain sanitary conditions for those employees who perform dirty work
2. Weekly Work Schedule
 - A. A fixed regular work week of five days will be maintained as presently in use.
3. Guidelines for curtailment or termination of postal operations because of emergency conditions.
 - A. Only the postmaster or the designated officer-in-charge will have the authority to order such curtailment or termination of postal operations.

4. Local Leave Program

A. Prime Time Vacation Period

1. Prime time vacation period for years 1190 thru 2994 will begin on the fourth Saturday in May and end on the second Friday in September. Also, the week the Christmas Day falls on will be included with the prime time vacation period.
2. Employee's vacation period will begin on Monday and end the following Sunday.
3. The maximum number of employees (no less than 20% of clerks per week) will be granted leave during this prime vacation period.
4. January 24th, Management will post notice of the following: Beginning on February 1st, each employee by seniority will contact their supervisor to select their prime time vacation choice(s). Every employee will make every effort to select his or her choice as soon as possible. Each will be limited to three days selection time. Management's action will be immediate. Upon marking their selection, each employee will complete a PS Form 3971 in duplicate. The signed copy will be returned by management immediately.
5. A copy of the approved prime time vacation schedule will be posted on the bulletin board.
6. Employee's time required to attend jury duty shall not be charged to the employee's choice vacation period.
7. An employee shall be granted two (2) selections during the prime time vacation period provided. (An exception will be if an employee selects three weeks in a row, then the employee will be granted only one selection.) Each employee, by seniority, will select either one week, two weeks or three weeks in a row for the first selection period. The prime time list will then be offered to employees for a second selection period if they qualify for making a second selection.
8. Prime time vacation will be granted on a craft seniority basis.

B. Leave Other Than Prime Time

Every effort will be made to assure overall fairness in granting leave and in administering the leave program. No employee shall monopolize preferential leave days or periods to the detriment of other employees.

Leave applications for leave periods other than prime time will be accepted no more than 60 days in advance of an employees request period. Action taken by management will be completed within one (1) week and leave will be granted on a first come, first serve basis. Incidental leave applications must be submitted in triplicate, on a completed 3970, to the supervisor on duty.

Annual leave other than prime time choice period may be granted up to the maximum amount of time credited to the employee and the needs of the service. Extended absences due to sick leave, emergency annual leave and leave without pay must be considered prior to granting approval to such leave requests.

The objective to be pursued is to grant annual leave consistent with the needs of the service as desired by the employee at his/her request.

Extreme sickness or accident in an employee's immediate family will be considered an emergency. Leave will be granted to the employee, if requested, to alleviate the emergency. (Immediate family has been defined as mother, father, children grandparents, brother or sisters.)

C. Leave Conflicts, Etc.

Prime time and other than prime time leave requests conflicts, ties, etc., will be settled by negotiated agreement with parties involved, a management representative, and the union shop steward.

13. Holiday Work Schedule

- A. Necessary work that must be performed on a holiday will be done by qualified casual and part time flexible employees.
- B. If additional employees are necessary, volunteer full time employees must be selected before requiring non volunteers to work their now scheduled day off or designated holiday.

- C. Volunteers for holiday work will be accepted from the holiday work list, when the need for manpower arises. Such a volunteer must state his/her preference prior to the Wednesday publication of the work schedule.
- D. Regular employees who have not volunteered to work their designated holiday or non scheduled day off and were forced to do so will be scheduled by juniority and were forced to do so will be scheduled by juniority order, in a rotation order.

14. Overtime Desired List

- A. Overtime desired list shall be maintained as presently being done for the Clerk Craft.

15., 16., 17 Light Duty Assignments

- A. The Union and Management agree to negotiate a mutual agreement to determine Articles 15, 16, & 17 of the twenty two (22) Articles listed in the Article 30 of the National Agreement if, and when, and at the time a need arises.

19. Parking Space

A Currently there are no parking spaces designated for employees in the Berlin Post Office parking lot. In the future, if any parking space becomes available and is designated for Postal Employees, these spaces will be provided on a first come, first serve basis for all craft employees.

18, 20, 21, & 22 Articles

The Management and Unions agree to negotiate items 18, 20, 21 & 22 of Article 30 of the 1990-1994 National Agreement if, and when the need arises.

In witness whereof the parties hereto affix their signatures below.

For the United States
Postal Service

For the APWU Union

George R. Donahue
Postmaster
Berlin Post Office
Berlin, NJ 08009-9998
Dated:

Frederick Hynes
President APWU Union
Local 4640
Berlin, NJ 08009
Dated:

