

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, BROWNS MILLS, NJ 08015

AND

SOUTH JERSEY AREA LOCAL, APWU

The parties mutually agree, in accordance with the provisions of Article XXX of the National Agreement, that the following provisions of the Memorandum of Understanding shall remain in force and effect during the term of this agreement.

UNION RECOGNITION

- a. In accordance with the provisions of Article I, National Agreement the employer recognizes the APWU as the designated exclusive bargaining representative for all employees in the Clerk, Motor Vehicle, Maintenance and Special Delivery Messengers Craft bargaining Unions for which each has been certified and recognized at the National Level.
- b. The employer shall consult and exchange information with the South Jersey Area Local Representative at local Labor/Management meetings and also times when such consultations and exchanges can be beneficial to management/employee relations.
- c. All articles of this agreement shall encompass the APWU crafts party to this agreement except where specifically noted in the local craft supplement.

2. Hours of Work. The establishment of a regular work week for full time regulars shall be five (5) days with fixed days off.

3. Emergency curtailment of operations. It is recognized by both parties that on occasion, 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 operations, 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;
- c. The accessibility of Postal operations and its customers to the employer and employee.
- d. Management will attempt to notify the affected employees.

4. Clerks will sign up for choice vacation time at the beginning of the new leave year according to their seniority. Employees will make their choice of one (1) or two (2) selections within five (5) working days. If the employee cannot make a selection within five (5) working days the vacation calendar will be passed to the next senior clerk. The employee who does not exercise their option will then be placed at the bottom of the seniority vacation list and will have an opportunity to select their choice vacation after all other clerk's have had their first option.

a. Every effort shall be made to allow members of the South Jersey Area Local leave to attend local union meetings and other authorized union functions.

b. It will be the policy of this office to offer full time employees in craft, the choice of annual leave before releasing part time flexible employees when the volume of mail warrants reduction of any crew. It is understood that this practice can not result in overtime payment to the part time flexible employee or the delay of the mail movement. This paragraph will apply when it becomes apparent part time flexible employees are not being employed forty (40) hours per week.

c. Every possible consideration for appropriate leave shall be given to employees in situation of personal emergency.

d. Management shall give every consideration of granting annual leave to employees for religious and memorial holidays.

e. The objective to be pursued is to grant annual leave whenever practical, as desired by the employee at his/her request throughout the year.

f. The employee may at their option select inside and/or outside the Choice Vacation period as their individual choice vacation time.

5. The choice vacation period shall begin the last full week in April for a continuous period until the end of the last full week in October.

6. Choice vacation will start on Monday and end on Sunday.

7. Employees at their option may select their choice vacation in either units of three (3) consecutive weeks, fifteen (15) days or two (2) selections of five (5) and ten (10) days, not to exceed the provisions of Article X, Section 3A, 1 & 2 of the National Agreement.

8. The necessity of taking military training or performing jury duty by an employee will not pre-empt him/her from additionally choosing a vacation period to which he would be entitled on the basis of his/her seniority.

Management shall attempt to allow one (1) delegate time off to attend authorized local, state and national union functions. This time shall not be charged to the choice vacation period.

9. It is agreed that 15% of clerk craft employees will be permitted off per week during the choice vacation period.

10. Management will give notice of approval or disapproval of choice vacation within five (5) working days.

It is mandatory upon management that all Form 3971 be returned to the applicant within forty-eight (48) hours after receipt, either approved or disapproved. This applies to all form 3971's personally submitted to immediate supervisor at least four (4) days in advance in duplicate.

12. Annual leave other than vacations will be granted up to the maximum amount of time credited to an employee on first come first serve basis.

a. If an employee desires to cancel their leave, one week notice must be given.

b. An employee cannot put in for leave (other than Prime Time) more than 60 days in advance if it is in conjunction with a holiday.

c. When leave (Prime or Non-Prime) is cancelled, it will be available to all other craft employees in seniority order. Approval remains a management decision.

13. Holiday Scheduling

a. Management will determine the number and categories by tour and qualifications employees needed for holiday work, then schedule them to work on the holiday or designated holiday (employees will be listed by name.)

1. Casuals - even if overtime is involved.
2. Part time employees - even if overtime is involved.
3. Full time regular volunteers - on their designated holiday or holiday by seniority.
4. Full time regular volunteers on their non-scheduled work day by seniority.
5. Non-volunteers full time regulars on the holiday by juniority in rotating order.
6. To the maximum extent possible, no employee will be compelled to work on his cut-off day due to holiday scheduling.

15., 16. & 17. Light duty

a. If there are no vacancies when the employee becomes disabled, before any decision is made, there will be consultation with the APWU Local President or designee.

b. Temporary Light Duty

1. Modify the employee's present assignment.
2. Every request from employee(s) will be given full and equitable consideration and light duty assignment shall be made to the extent possible.
3. The employee must present documentary evidence every 30 days.

c. Definition of Light Duty

Light duty is duty which can be performed by ill or injured employees without creating a hazard to himself or to other employees. Such assignments could include 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.

Organization Assistance to Employees - The Organization party to this contract agrees to establish a committee to assist employees to determine their need and to prepare their written request for assignment to light duty off the clock.

Equal Rights - Assignment to light duty shall be granted to deserving employees because of illness or injury without regard to the sex of the employee.

Light duty privileges shall not be available solely because of the sex of an employee when neither illness nor injury exist.

21. a. Labor-management meetings will be conducted once every three (3) months (quarterly) at a date mutually agreed on by the local union, South Jersey Area Local, and local management (except during the months of July, August and December) when requested in writing by the local union.

b. Labor management meetings can be postponed if mutually agreed by the local union and local management.

c. The union will submit an agenda one (1) week before scheduled meeting. Time permitting, items not on the agenda can be submitted and discussed during the time of the meeting.

d. Two (2) copies of the minutes shall be supplied to the local union, South Jersey Area Local, APWU, 900 Route 168, Suite, D3, Blackwood, NJ 08012.

22. Seniority, Posting and Re-Assignments

a. Posting - Notice of vacancies involving APWU assignments shall be posted for a period of ten (10) days or shorter when mutually agreed to by both the local APWU and local management.

b. Seniority List - A seniority list to be submitted once a year to the South Jersey Area Local, APWU, 900 Route 168, Suite, D3, Blackwood, NJ 08012.

c. Seniority List to include the employee's name, date of office seniority, job title, full time regular or part time flexible.

This Memorandum of Understanding is entered into at the Browns Mills Post Office between the representatives of the U.S. Postal Service and the designated agents of the South Jersey Area Local, APWU, AFL-CIO, pursuant to the Local Implementation provisions of the 1998 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.

For the SJAL, APWU

USPS

(date)

(date)