

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, CLEMENTON NJ, 08021

AND

SOUTH JERSEY AREA LOCAL, APWU

This Memorandum of Understanding is entered into on **April 29, 2002** at Clementon, New Jersey 08021, between the representatives of the United States Postal Service, and the designated agent of the American Postal Worker's Union, AFL-CIO pursuant to Local Implementation Provisions of the **2000** National Agreement.

"Presently effective Local Memorandum of Understanding not inconsistent or in conflict with the **2000** National Agreement, shall remain in effect during the term of this agreement unless changed by mutual agreement pursuant to the Local Implementation procedures set forth below."

1. Wash-up. Management recognizes that on occasion, an employee might be exposed to dirty conditions and/or toxic materials to the extent to warrant wash-up time. On such occasions, the employee may request wash-up time and management will be reasonable when considering such requests. Management also recognizes the responsibility to consistently evaluate all positions in order to determine whether an employee assigned to any position is on a consistent basis exposed to dirty and/or toxic material to the extent to justify regularly scheduled wash-up time. In such cases, management will be reasonable in granting such regularly scheduled wash-up time.

2. Hours of Work. The basic work week for full time regular employees will consist of five days with fixed days off.

3. Emergency Curtailment of Operations. 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 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 employees; and
- d. The requirements and reactions of its customers to the emergency;

Prior to taking action to curtail the operations, the employer will notify the shop steward or designee of its decision. Management will notify affected employees and customers by use of the new media (e.g. TV, Radio, etc.)

4. Formulation of Local Leave Program.

A. Except when a valid reason, acceptable by both management and the union is given, all employees party to this agreement must exercise fully their choice vacation periods.

B. Management shall pass leave calendar for the picking of choice vacation starting on February 1st through the second week in March, and each clerk shall have the right to hold calendar up to twenty-four (24) hours.

C. After approved choice vacation list has been posted, a form 3971 may be submitted for the open choice vacation periods of (5) five working days or more. Applications for remaining choice vacation periods will be accepted and approved, starting the third week in March and ending April 14th. These will be honored on a first come first serve basis. Seniority will prevail if duplicate applications are submitted for same leave date. Management will notify employee of approval or disapproval by April 30th as long as it does not exceed the maximum leave as described by the National Agreement.

D. Clerks who become sick while on annual leave during the choice period shall be allowed another selection during the choice period, providing there is a choice selection left after initial selection(s).

5. Duration of Choice Vacation Period.

Choice vacation period to run from Memorial Day week up to and including the last week in November, even if it extends into December, also the week from Christmas thru New Year's. (Meaning-start leave on Christmas and return the day after New Year's.)

6. Beginning Day of Employee's Vacation.

The vacation period shall begin on Monday and end on a Sunday.

7. Selections During the Choice Vacation Period.

Clerks earning twenty to twenty-six leave days per year, may at their option pick five or ten consecutive, or ten and five consecutive days, or fifteen consecutive days. Employees earning thirteen days annual leave per year may at their option pick five and five consecutive days or ten consecutive days of vacation leave.

8. Jury Duty and Attendance at National State Conventions.

Jury Duty and/or attendance to state or national conventions shall not be charged to the choice vacation period.

9. Maximum Number of Employees Off Each Week During Choice Vacation Period.

There shall be thirteen (13%) percent of the clerk force off during choice vacation period each week from Memorial Day week thru the last week in November. Ten (10%) percent of choice vacation period during the Christmas week thru New Year's week. The figure of .51 or higher will be rounded upward to the next whole number.

10. Approved Vacation Schedule.

A. After all clerks have had the opportunity to select their choice vacation and have completed form 3971 and vacation calendar, management will post

vacation list within (7) seven days. The posting of same will act as official notice to employees that their leave has been approved.

B. Annual leave must be returned in full week increments.

C. Notification of a cancellation must be done at least 30 days prior to the start of the leave and be approved by APWU and USPS.

D. Only weeks previously maxed out will be offered.

E. First refusal for cancelled leave will be given to the next senior clerk beneath the clerk canceling the leave and will continue until selected or until the seniority list is exhausted.

F. The successful applicant for previously cancelled leave must have earned or be expected to earn sufficient annual leave to cover the new leave and all previously scheduled leave for the year.

11. New Leave Year.

There will be a posting notifying employees of the beginning date and duration of the new leave year.

12. Application for Annual Leave Other Than Choice Vacation Period.

A. Form 3971 will be submitted in triplicate at least seven (7) days and no more than sixty (60) days in advance of date(s) selected. Exception to the sixty (60) days will only be upon proof or verification of advance commitments such as airline tickets, cruise, etc.

B. For shorter terms of notification of leave, requested 3971's will be submitted in triplicate to the Supervisor and will be returned within forty-eight (48) hours, where applicable, with approved or disapproved. All reasons for denial will be stated. For same day leave (hours-day), a 3971 will be submitted in triplicate and given full consideration for approval. The employee's copy of the 3971 will be returned prior to time requested.

C. There will be a minimum of one (1) employee allowed off per week/day on annual leave during other than choice vacation period.

13. The following sequence will be followed when scheduling employees to work on a holiday provided that such scheduling produces a work force 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 either their holiday or their non-scheduled day shall be combined into a single group, ranked in seniority order, and selected in seniority order.

c. 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 order.

14. Overtime Desired List Shall be By Section and Tour

Management shall notify employees at least one hour before shift ends that employees must work overtime, if practical. Overtime within the installation shall be by qualified craft employees on the list.

15., 16. & 17. Light Duty Assignments.

A. In accordance with Article XIII of the 1990 National Agreement, every effort shall be made by management to create a light duty assignment within the employee's craft, commensurate with the employee's individual capabilities and physicians instructions.

B. When a light duty assignment is deemed necessary, and crossing of craft is anticipated, the Union will be notified as to the duration and duty assignment and there will be consultation on same.

C. Employer agrees to make every effort to accommodate all requests for light duty assignments.

D. No regular shall be bumped from a bid job.

E. Light duty assignments shall be in the following categories:

1. Modify the employee's present assignment.

2. Project work

18. Re-assignment within the Installation

Reassignment for sections within the installation shall be by seniority within that installation.

19. Parking. If available, designated spots for Union Representative. Recommendations for improving parking facilities such as security, space, lighting, etc., should be submitted to management for consideration.

20. Annual Leave to Attend Union Activities.

Annual leave to attend union activities requested prior to determination of the choice vacation schedule will not be part of the total choice vacation plan.

21. & 22. Posting, Seniority & Miscellaneous.

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, Maintenance, and 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 at other times when such consultations and exchanges can be beneficial to management and 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.

D. A copy of posted notices issued by the employer to employees relating to policy, bid assignments or matters which affect the employee of the craft, shall be furnished to the Present of the Union or his designee at the time of issuance.

E. Clementon Branch APWU is entitled to one representative on the clock at local labor/management meetings.

F. It is agreed that agenda items for discussion at the meetings shall be exchanged by the president of the local, or his designee, and the Postmaster at least seventy-two (72) hours before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties.

G. When a change occurs in the seniority list, and up-dated list shall be furnished to the Union by the employer.

H. The main office and branches shall each be considered a separate section.

I. Any assignment, which the starting time has been changed by more than one hour, shall cause the assignment to be reposted.

J. The addition or deletion of scheme responsibilities or a change of duty assignment of fifty percent (50%) shall cause a job to be reposted.

K. The successful bidder must be placed in the new duty assignment within seven (7) days.

L. The senior PTF shall have option of filling in on a job vacancy of anticipated duration of more than two (2) weeks if they have the necessary skills. If the senior PTF does not want to fill this vacancy it will be offered to the other PTF's by seniority.

Maintenance Craft Supplement

All provisions of this Memorandum of Understanding apply to the Maintenance Craft. With regards to choice vacation, one employee will be allowed off each week.

This Memorandum of Understanding is entered into at the Clementon Post Office between the representatives of the U.S. Postal Service and designated agents of the South Jersey Area Local, APWU, AFL-CIO, pursuant to the Local Implementation provisions of the **2000** National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.

For the SJAL, APWU

USPS

(date)

(date)