

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, CHERRY HILL, N.J. 08034

AND

SOUTH JERSEY AREA LOCAL, APWU

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 Special Delivery Craft bargaining Unions for which each has been certified and recognized at the National level.

The employer shall consult and exchange information with the South Jersey Area Local at Labor Management meetings and also at other times when such consultations and exchanges can be beneficial to management/employee relations.

All articles of this agreement shall encompass the APWU crafts party to this agreement except where specifically noted in the craft supplement.

Item 1

Normally, clerks, special delivery messengers and maintenance employees shall be granted five (5) minutes wash-up time before his/her lunch period.

Item 2

The work week shall be five (5) days, with fixed days off for regular full time employees. Days off shall be consecutive, when possible.

Item 3.

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 government authorities.
- b. The requirements and reactions of its customers to the emergency;
- c. The accessibility of postal operations and its customers to the employer and employees, and,
- d. The safety and health of its employees and its obligations to its customers.

Prior to taking action to curtail the operations, the employer will notify the union of its decision and plan of implementation.

Item 4

- a. The local leave program will permit each employee to use his/her leave as outlined in Article X, Sec. 3, D, 1, 2, 4 and Section 4
- b. Crafts comprising APWU shall be separate for leave purposes; i.e., clerks, special delivery messengers and maintenance personnel.
- c. The objective to be pursued is to grant annual leave wherever possible, as desired by the employee at his/her request throughout the year.
- d. The reason for disapproval of all forms 3971 submitted to management must be explicitly stated.
- e. December leave - Leave may be granted December 1 through 24th, when practical.

Item 5

The choice vacation period will be:

- a. Second full week of May through second full week of September**
- b. The week in which Thanksgiving Day falls,
- c. Between December 26 - January 1.
- d. Clerk incidental leave for all days/weeks during the prime time will be granted up to 15%. Leave slips will be submitted at least two days prior to leave date.**

Item 6

Vacation period will start on Mondays. (all Crafts, APWU).

Item 7

- a. There shall be no splitting of selections on first choice. Seniority prevails on first and second choice.
- b. Except when a valid reason is given, acceptable by both Management and the Union, employees party to this agreement must exercise fully their chosen vacation period. Any vacation selections returned at least 7 days prior to the beginning date of the vacation, management will post a notice of this open vacation slot to be granted on a first come first serve basis. Same date submission seniority prevails.

Item 8

Employees called to jury duty and up to 4 delegates to State Convention and 1 delegate to the National Convention shall not be charged to their choice vacation period(s). Every effort shall be made to grant leave to members of South Jersey Area Local to attend local union meetings and assemblies.

Item 9

- a. For prime time vacation there shall be 15% of the clerk force on annual leave. During the week of Thanksgiving there shall be 10% of the clerk work

force on annual leave. No more than 3 window clerks, except during the weeks of Memorial Day, July 4, Labor Day, and Christmas, there shall be no more than 4 window clerks.

b. Maintenance Craft.- There shall be allowed up to two (2) employees on annual leave per week during the choice period.

c. The VOMA will not be counted as part of the number of employees to be off during the vacation period.

Item 10

a. Starting January 15, the first selection for prime time vacation period begins and employees will be required to make their pick within 24 hours of being contacted. After that period, they will be bypassed but may still select available open weeks until March 30. Second selections will begin immediately after completion of the first selection. On second picks employees will be given 1 hour from being contacted to make their selection. During the entire selection period, a calendar will be posted and updated daily. The vacation lists shall be completed before March 15 and the calendar listing of each employee's approved vacation shall be posted on bulletin boards of all offices by the third Monday in March. Form 3971 in duplicate will be submitted prior to leave date.

b. Clerks, special delivery messengers and maintenance shall have separate lists.

c. Starting the fourth Monday in March and for a period of two (2) weeks, applications will be accepted for open vacation slots. Seniority will prevail if duplicate applications are submitted. Subject to limitations prescribed in Article X, Section 3D

Item 11

Notice that the beginning date of the new leave year is the first day of the first full pay period in the calendar year and the appropriate dates shall be posted in all offices by November 1st.

Item 12

a. There shall be 5% of the clerk force off during this period and all fractions rounded up.

b. Leave slips (Form 3971) for increments of one (1) week or more may be submitted at anytime. Leave slips for less than one (1) week may not be submitted more than thirty (30) days prior to the beginning leave date. All leave slips must be submitted to immediate supervisor in triplicate at least two (2) days prior to date of leave.

c. All forms 3971 shall be returned to the applicant within 48 hours after receipt if it is going to be disapproved. This applies only to 3971's submitted directly to immediate supervisor at least 4 days in advance of leave date.

d. The reason for disapproval shall be explicitly stated.

e. Management shall consider granting annual leave to as many employees as possible.

Item 13

The following sequence will be followed when scheduling employees to work on a holiday or designated holiday provided that such scheduling produces a work force which meets the operating skill requirements of the holiday or designated holiday.

a. 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;

b. All casual and part time flexible employees to the maximum extent possible, regardless of the necessity to pay overtime premiums;

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 seniority order.

Item 14

Overtime desired lists shall be established and posted for the following sections:

1. Employees with scheme responsibilities.
2. Employees without scheme responsibilities.

3. Maintenance Craft
4. Special Delivery Craft

When possible, at least one hour advance notice shall be given when overtime is required. Union shall receive a copy of overtime desired list.

Item 15., 16. & 17.

When a light duty assignment is deemed necessary, including one which crosses craft lines, the union will be notified as to the duration and duty assignment.

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

No regular shall be bumped from a bid job.

Light duty assignments shall be in the following categories:

1. Modify the employee's present assignment
2. Project work
3. Employees on light duty may be assigned to provide assistance to other full-time or part-time employees.
4. Any other work within medical limitations.

Item 18.

The entire Cherry Hill Postal Operation shall be considered one section.

Item 19.

There will be six parking spaces along the fence which are assigned as follows, late cage clerk, close out clerk, personnel clerk, and three labeled "APWU".

Item 20

Leave for 1 delegate to attend National Conventions shall not be a part of the overall vacation plan when such request is made prior to determination of the choice vacation period.

Item 22

a. Seniority List Two (2) copies will be provided to the Union once each quarter. However, when there is a change in excess of 10% such list will be adjusted immediately and copies provided to the Union.

b. Reposting - Assignments will be reposted when the change in starting time is more than one hour from original bid.

The incumbent shall not have the option of accepting when the change in starting time is more than one hour from original bid.

c. Placement in New Assignment - Successful bidders shall be placed in new assignments within ten (10) days except during the month of December and mass bidding.

In case of December and mass bidding 20 days. Mass bidding will be when ten (10) or more jobs are posted for bidding at one time.

In the event the successful bidder fails to qualify upon assignment to a preferred position, the employee shall be notified in writing, as to the reason for such failure.

d. Representation - Labor Management Meetings shall be conducted at least every three months (quarterly) at a date mutually agreed on by the local union (South Jersey Area Local) and the local management, and except during the months of July, August and December.

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

The union will submit an agenda one week before scheduled meeting.

One copy of the minutes shall be supplied to the local union.

e. The addition or deletion of a scheme requirement or change in principal assignment area, (Main Office, Ellisburg, or Woodcrest), or change in duties greater than four (4) hours per day or greater than 20 hours per week, will cause an assignment to be reposted.

This Memorandum of Understanding is entered into and is between the representatives of the United States Postal Service, and the designated agent of the American Postal Workers Union, AFL-CIO, pursuant to the Local Implementation Provision of the 1998 National Agreement.

For the SJAL, APWU

Date

For the United States Postal Service - Postmaster

Date