

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, MAPLE SHADE, NJ 08052

AND

SOUTH JERSEY AREA LOCAL, APWU

This Memorandum of Understanding is entered into at Maple Shade, NJ 08052 between the representatives of the United States Postal Service and designated agent of the American Postal Workers Union, South Jersey Area Local, pursuant to the local implementation provision of the 2007 National Agreement.

1. Management shall grant a reasonable wash-up period before lunch and at end of tour consistent with working conditions.
2. Both parties agree to continue present fixed days off. As far as practical all regular bid positions will have consecutive days off and consecutive days off will remain if not detrimental to our local situation.
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.

Prior to taking action to curtail the operations, the employer will notify the unions designee of its plan of implementation. Management will notify the affected employees by use of the telephone as soon as possible.

4. Formulation of local leave program.

a. *Employees will begin prime time vacation selection beginning **February 1**. The senior person begins with each employee following in seniority order for a period of no longer than three (3) working days. Management and the union mutually agree to notify each employee of their turn to select.*

b. *When choice vacation periods have been confirmed employees will be allowed to make applications for the balance of their annual leave, for any weeks not taken. Applications for the balance may be submitted immediately following this confirmation.*

c. Annual leave other than vacations may be granted in minimum units of one hour or less up to the maximum amount of time credited to any employee.

d. It will be the policy of this office to offer full-time employees 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 will not result in overtime payment to the part-time flexible employee or the delay of mail. This would happen only if the part-time flexible employees are not being employed forty hours per week.

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

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

g. The objective to be pursued is to grant annual leave wherever possible.

h. Annual leave for partial days off will be approved on a first come, first approved basis.

6. Clerks will sign for periods beginning on a Sunday.

7. Employees at their option may select up to 15 days leave or split in periods of five (5) and/or ten (10) days.

8. Management will allow delegates time off to attend District, State and National Assemblies without forfeiture of any of his choices during choice time.

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 in choice time to which he/she would be entitled on the basis of his/her seniority.

9. Choice vacation period will be the **first full week in May** through the first full week in October. **Also included in the choice vacation period will be the week Thanksgiving falls in and Christmas week (December 26th through the 31st).**

It is agreed that 15% of each craft will be off from the first week in May through the first full week in September. The remainder of choice vacation period, 10% of each craft will be permitted off. *A rounding formula will be used in which .5 or more will be rounded to the next highest whole number. (i.e. 1.5 clerks will be rounded to 2)*

10. *Management will give notice of approval or disapproval immediately following selections. When choice vacation periods have been confirmed, employees will be allowed to make applications for the balance of their annual leave, for any days or weeks not taken. This will also be on a seniority basis. These selections will be made no sooner than three (3) days after the completion of the prime time selection process.*

11. *Requests for annual leave other than the choice vacation periods may not be submitted more than 6 months in advance. A minimum of one (1) person will be granted annual leave during the non prime time period for requests submitted four (4) days or more in advance.*

12. It is mandatory upon management that all forms (3971) be returned to the applicant within *three (3) working days* after receipt if it is going to be approved or disapproved. This applies to all forms (3971) personally submitted to an immediate supervisor. The reason for disapproval of form 3971 shall be explicitly stated.

13. The method of selecting employees to work on holidays will be:

1. All casuals.
2. All part time flexibles.
3. All full time regulars who volunteer to work on their holiday or day designated as a holiday by seniority, with necessary skills.
4. All full time regulars who volunteer to work on their non-scheduled day by seniority, with necessary skills.

5. *Full time regulars who did not volunteer to work their holiday or non-scheduled days shall be combined into a single group and selected in inverse seniority order with necessary skills.*

6. All other non-volunteers full time regulars by juniority, with necessary skills.

14. a. The overtime desired list will be administered by required skills among bargaining unit employees with no crossing of crafts.

b. Management will adhere to and keep in mind the principle of fair share in assigning overtime.

c. In case of overtime, management will try to notify employees two hours before the end of their tour of duty.

d. Overtime assignments will be fulfilled by the overtime desired list. When required number of employees from list is not reached they shall be selected by juniority.

e. Carriers will not be used to the detriment of the clerks. Crafts will not be crossed unless absolutely necessary. Crafts will not be crossed without first giving every consideration for the employee to make forty hours in his/her own craft.

15., 16. & 17. Assignment of ill or injured regular work force employees.

a. If there are no vacancies when the employee becomes disabled, afford the APWU representative, the employees immediate supervisor and the installation head a chance to meet so that all conditions of the National Agreement are met.

b. Temporary Light Duty.

1. Modify the employees present assignment

2. Every request from employees will be given full and equal consideration and light duty assignments shall be made to the extent possible.

3. Definition of Light Duty.

1. 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 deskwork, sitting on a first rest bar, no prolonged walking, standing or heavy lifting, minimum use of stairs, or other typical features of a position.

2. Organizational assistance to employees--Management agrees to assist employees to determine their needs and to prepare their written request for assignment to light duty.

3. Duration of light duty.

Each disabled employee will be assigned duties consistent with his or her ability to perform same. These assignments will be reviewed upon submission of thirty (30) days evidence of disability or terminated with discharge from treatment.

19. Parking - At this time we have no problem with parking in the Maple Shade Post Office. If a problem arises in the future it will be a subject for Labor-Management meetings.

a. Management will provide one space for the APWU. This space will be painted APWU SS (shop steward) management will not be responsible for the customers parking in this space.

20. Annual leave to attend union activities requested prior to determination of the choice vacation schedule.--Annual leave requested prior to the choice vacation selection schedule shall not be a part of the choice vacation plan.

21. Items subject to local negotiations as provided in the craft provisions of National Agreement.

a. If business conditions prohibit immediate attention to a problem by a steward, it should be the responsibility of the supervisor who denied permission to notify the steward when "Business conditions" permit leaving his/her work area.

b. Labor Management meetings shall be conducted once 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.

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

d. The union will submit an agenda one week before scheduled meetings.

l. Time permitting, items not on the agenda can be submitted and discussed during the time of the meeting.

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

22. Re-assignments and postings.

a. Any assignment for which the starting time has been changed by more than one hour from the original bid starting time or days off have been changed during the lift of this agreement, will cause that assignment to be posted.

b. Notices of vacancies involving APWU assignments will be issued the local installation representative at the time of posting.

c. APWU assignments being posted will remain posted for a period of ten days.

d. Successful bidder will be placed in his/her position at the start of the first scheduled work day of the first pay period after the closing of the invitation for bid, except in the month of December.

e. Management will respect seniority among part-time flexible clerks in assigning duties. If this can be done without conflicting with management's right of scheduling.

f. APWU will be provided with copy of all postings.

g. APWU will be provided with copy of all job postings.

This Memorandum of Understanding is entered into at the Maple Shade, NJ 08052 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 **2007** National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.

For the SJAL, APWU

USPS

(date)

(date)