

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, MEDFORD, NJ 08055

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.

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. Work Week - The full time regular employees normal work week to be five (5) service days, each consisting of eight (8) hours per day, 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, and

c. The accessibility of Postal Operations and its customers to the employer and employees.

Prior to taking action to curtail the operations, the employer will notify the union's designee of its plan of implementation. Management will notify the affected employees by use of the news media (i.e. TV, radio, phone, etc.)

4. Prime Time Vacation Periods - The prime time vacation periods shall be from May 01 to the third full week of September, plus the following weeks.

- a) Thanksgiving week
- b) week before Easter
- c) week after Easter
- d) December 26 to December 31
- e) January 1 to January 7

5. Number of Clerks Authorized Leave -

A. 15% of the clerks maybe authorized leave from May 01 to the third full week in September, plus Thanksgiving week.

10% of the clerks may be authorized leave on the following weeks:

- a. week before Easter
- b. week after Easter
- c. December 26 to December 31
- d. January 1 to January 7

Any fraction of a number greater than half will move the number of clerks permitted leave to the next highest whole number (i.e. 2.6 clerks will move the number to 3)

B. No employee shall have their scheduled leave cancelled due to unexpected absences.

C. A clerk wishing to cancel his/her choice time leave must first give management and the union seven (7) days advanced notice.

D. Both management and Union must agree that the reason given for wanting to cancel choice leave is a good and valid reason to cancel. Cancelled choice time leave to be posted for seven (7) days and applications accepted. Seniority will prevail after 7 days it will be on a first come first serve basis.

E. Leave to start on Monday and end on Sunday.

F. The choice vacation time roster to post on the 2nd Monday in January to noon on the **1ST Monday in February. After three (3) days the vacation time roster shall be passed on to the next clerk in order of seniority.**

G. Management to notify all clerks of the approval of their choice time choices by the 2nd Monday in February.

H. Attendance of Military or jury duty, National, State or other authorized union functions not to be charged to any of the vacation periods.

I. An employee who is called for military or jury duty or attends a National, State or other authorized union function during the choice vacation period is eligible to take another available period provided this does not deprive any other employee of his/her scheduled vacation.

6. Other than Choice Time Vacation.

a) All applications for annual leave or leave without pay (LWOP) for other than choice vacation period will be approved or disapproved within seventy-two (72) hours, Sunday and Holidays excluded, and returned to the applicant. Failure to notify employee within the seventy-two (72) hour limit shall constitute approval of leave. All Form 3971's will be personally handed to immediate supervisor and initialed by supervisor.

1. 3971's will be submitted no more than **90** days in advance except when employee shows just cause such as a wedding invitation or advance reservations slip, etc.

b) Advance commitments for leave will be honored except in serious emergency situations. Reasons for disapproval of leave must be well founded.

7. Holiday Scheduling - The 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 their holiday ranked in seniority order, and selected in seniority order.
- c. All full-time regular employees who volunteer to work their non-scheduled day ranked in seniority order and selected in seniority order.
- d. 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.
- e. Scheduling all casual and part time flexible employees for holiday work shall be done from a separate holiday roster.
- f. Sunday scheduling shall be from a separate Sunday roster.

8. Light Duty

- a. The employer will not assign any injured clerks or carrier to light duty in or to the clerk craft unless first consulting with the south Jersey Area Local, APWU, to determine any possible detriment to that unit.
- b. When an employee requests light duty and USPS must make every effort toward assigning the employee to light duty consistent with the employee's medically defined work limitation tolerances. In assigning such light duty the USPS should minimize any adverse or disruptive impact on the employee.

9. Overtime - An overtime desired list will be posted to the bulletin board two weeks prior to the start of each calendar quarter. The employer shall evaluate the possibility of overtime daily and determine what clerk requirements are needed. Notification of clerks to work overtime for that day will be prior to the lunch break.

10. Parking - The parking area will be kept clean and well lighted. If and when additional parking spaces become available or parking problems arise there shall be a discussion with the South Jersey Area Local, APWU.

11. a) Seniority for full-time regular clerks for preferred assignments or any other purposes will be the basis for any decisions made at the Medford Post Office.

b) A seniority list to be submitted every 6 months to the South Jersey Area Local, APWU, 728 Black Horse Pike, Suite D-3, Blackwood, NJ 08012. This list to include the name, date of office seniority, full or part time flexible.

c) Re-assignments for sections within the installation shall be by seniority within that installation.

d) A copy of all job postings to be sent to the Union President at: South Jersey Area Local, APWU, 728 Black Horse Pike, Suite D-3, Blackwood, NJ 08012.

This Memorandum of Understanding is entered into at the Medford 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 1990 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.

For the SJAL, APWU

USPS

(date)

(date)

