

LOCAL MEMORANDUM OF UNDERSTANDING  
BETWEEN  
U.S. POSTAL SERVICE, MT. LAUREL NJ  
AND  
SOUTH JERSEY AREA LOCAL  
AMERICAN POSTAL WORKERS UNION

ARTICLE 30

ITEM #1

Management may grant wash-up time before lunch, and at end of tour, consistent with working conditions.

ITEM #2

Full-time regular employees will work with fixed days off.

ITEM #3

Curtailment of Operations:

1. 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 the responsible postal authorities;
- b. The safety and health of its employees;
- 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 attempt to notify the APWU designee of its decision. Management will attempt to notify affected employees by use of the telephone.

ITEM #4

Formulation of local leave program:

a. Annual leave other than vacations will be granted to the maximum amount of time credited to any employee based upon seniority and needs of the service. The objective to be pursued is to grant annual leave wherever practical, as desired by the employee at his/her request throughout the year. Every possible consideration for appropriate leave shall be given to employees in situations of personal emergency.

b. 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 cannot 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 effort shall be made to allow members of the South Jersey Area Local APWU to attend local union meetings.

d. 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.

ITEM #5

Choice Vacation Period:

The choice vacation period shall be the first full week in April for a continuous period through the last full week in September.

In addition the following periods will be included for the purpose of Prime Time Vacations:

1. Easter Week (The week including Easter Sunday)
2. Thanksgiving Week (The week in which Thanksgiving falls)
3. The period of December 26 through January 1

ITEM #6

The beginning day of each employee's vacation will be on Monday.

ITEM #7

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

ITEM #8

Attendance at National and State APWU Conventions shall not be charged to the choice vacation period. Jury duty shall not be charged to the choice vacation period.

ITEM #9

A. Fifteen per cent (15%) of the Clerk Craft and fifteen per cent (15%) of the Maintenance Craft shall be granted annual leave during the choice vacation period which includes the first full week in April through the last full week of September, Easter week, Thanksgiving week, and the period of December 26 through January 1.

B. Calculation of the 15% includes agreement that a fraction of .5 or higher to be rounded to next whole number and a fraction of .49 or lower to be rounded down to the next lower number.

C. Incidental leave requests during prime time for individual days or weeks will be approved where the 15% was not reached. Long term illness will be counted as part of this 15%

ITEM #10

In addition to posting the vacation list, management will supply and return to the employees a copy of the Form 3971 he/she originally submitted in triplicate.

Submission of Forms 3971 for the choice vacation will start on February 1st to be completed by February 28th. (Exceptions will be with the approval of Local Union and Management). Management will return PS 3971 by March 15th to employee. All other leave requests will be in conjunction with items 4 and 12.

ITEM #11

The employer shall not later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first full pay period of the calendar year.

#### ITEM #12

Procedures for submission of application for annual leave during other than the choice vacation period:

A. It is mandatory upon management that all Forms 3971 (Application for Annual Leave) be returned to the applicant within forty-eight (48) hours after receipt Sundays and Holidays excluded. This applies to all Forms 3971 submitted to management at least four (4) days in advance and in triplicate. The PS form 3971 is considered submitted when the supervisor notified block is signed, and dated and triplicate copy returned to the employee. If not returned within the 48 hours, the leave will be considered approved.

B. The reasons for disapproval of all Forms 3971 for annual leave personally submitted to management must be explicitly stated, "needs of the service", "services required", etc., shall not be an acceptable explanation.

C. When an employee's request for annual leave is denied, management will keep a record of such requests to include employee's name, date applied for, and submission date. Subsequently, if annual leave may be granted over and above that originally planned, management will offer and grant such annual leave based on date of original submission. Seniority will apply if submission date is same.

D. There will be a minimum of one (1) employee allowed off on annual leave during other than the choice vacation period, with the exception December 1-24 and workday prior to Holiday on Holiday weeks. Example: Monday Holiday - Saturday, Thursday Holiday - Wednesday. The remaining days of the Holiday weeks will be open and guaranteed as per the above (1) off.

#### ITEM #13

Holidays:

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 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; and
- 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.

#### ITEM #14

Overtime desired lists will be posted each quarter. Overtime will be worked by section and tour by those qualified and available.

#### ITEMS #15 & #16

##### Light Duty:

- A. When an employee becomes eligible for temporary light duty, before any decision is made, there shall be consultation with the Local APWU Union.
- B. Management will not assign any injured clerks or carriers to light duty to the Clerical Craft unless first consulting with the APWU to determine any possible detriment to that unit.

#### ITEM #17

##### Light Duty:

Light Duty assignments will be in the following categories or work areas:

1. Modify or change the employees present assignment when feasible in commensurate with the physicians recommendations.
2. Project work.

ITEM #18

Re-assignments within the installation will be in accordance with Article 12, Section 5 c 4.

ITEM #19

The parking areas will be kept clean and well-lighted. If additional parking spaces become available or parking problems arise, there shall be consultation with the APWU.

ITEM #20

Annual leave for Union activities requested prior to the choice vacation period will not be charged to the choice vacation period.

ITEM #21

A. Labor Management meetings shall be conducted once every (3) months (quarterly) **if requested by the local union or management** at a date mutually agreed on by the Local Union (South Jersey Area Local) and the Local Management, except during the months of July, August and December.

1. Labor Management meetings may be postponed if mutually agreed by the Local Union and Local Management.

B. The Union will submit an agenda one week before scheduled meetings.

1. Time permitting, items not on the agenda can be submitted and discussed during the time of the meeting, if mutually agreeable.

C. Two (2) copies of minutes will be taken and one posted at the Local Office, and one provided to the Local APWU union.

ITEM #22

Seniority

1. The employer shall post and furnish a copy of an updated Clerk Craft Seniority List to the Local Union.

2. Any assignment for which the starting time has been changed by more than one hour from the original bid starting time shall cause that assignment to be posted. Any additions or changes in duty assignments shall cause an assignment to be reposted unless the incumbent has been in the assignment for one year or more and such change is agreeable to him/her.

3. Notice of vacancies involving APWU assignments shall be posted for a period of ten (10) days. APWU may provide a witness to be present at the opening of all bids involving APWU assignments and said witness will present himself at the place where the bids are to be opened as scheduled on Form 1710, Notice of Vacancy. Vacancy notices will also be given to Local Union, South Jersey Area Local

4. An employee, who has submitted a bid, shall have the right to withdraw, in writing, any time before the closing time (hour and date) of the posting. The successful bidder must be placed in the new assignment within fourteen (14) days (**except in the month of December**) from the date of posting successful bidder(s), with the exception of window clerk bid.

#### Maintenance Supplement

All provisions of this Local Memorandum of Understanding will apply where applicable.

Maintenance craft choice vacation selections and other leave will be considered separate. There will be a minimum of (1) one maintenance employee allowed off per week.

This Memorandum of Understanding is entered into at the Mt. Laurel NJ 08054 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.

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For the SJAL, APWU

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USPS

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