

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, PENNSVILLE NJ, 08070

AND

SOUTH JERSEY AREA LOCAL, APWU

This Memorandum of Understanding was entered upon between the representatives of the United States Postal Service, Pennsville, New Jersey 08070, and the designated agent of the American Postal Workers Union Postal Clerks.

1. Additional or longer wash-up periods.

Management shall grant a reasonable wash-up period before lunch and at the end of tour consistent with working conditions.

2. The establishment of a regular work week of five days with either fixed or rotating days off.

The basic work week for full time regulars will be 5 days with fixed days off.

3. Curtailment or Termination of Postal 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

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

4. Formulation of Local Leave Program.

Employees will submit from 3971, which will be honored according to seniority, no later than February 1st and returned within seven (7) days.

If a first choice period annual leave is cancelled, the leave calendar will be recirculated beginning with the next senior position. If a second choice period of annual leave is dropped the calendar will be recirculated by total seniority and the union rep will be notified immediately.

During the choice vacation period the minimum number of people off on annual leave will be fourteen percent (14%).

While it is understood that prime time leave should be taken as requested, there may be unusual circumstances which necessitate a change in prime time leave. In this case, someone may give up a prime time choice provided both management and the union agree. Abandoned weeks will be reposted and chosen by seniority beginning with the person immediately junior to the person abandoning the leave.

5. Duration of the Choice Vacation Period.

Choice vacation period shall begin with the first full week in February for a continuous period until the end of the last full week in October.

Thanksgiving week and the week between Christmas and New Years will also be considered choice vacation periods.

6. The determination of the beginning day of an employee's vacation period.

Choice vacation period will begin on Monday excluding the week between Christmas and New Years.

7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

Employees may have two (2) selections during choice vacation period. Second selections will be made after all employees have had the opportunity to make an initial selection.

8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

The necessity of taking military training or performing jury duty by an employee will not pre-empt said employee from additionally choosing a vacation period.

Management shall allow one (1) delegate time off to attend District, State, and National Assemblies and shall not charge this to choice vacation time.

Employees in the above categories will be allowed another choice in choice vacation period.

9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

It is agreed that not less than fourteen percent (14%) of the clerk craft employees will be permitted off per week during choice vacation period.

10. The issuance of official notices to each employee of the vacation schedule approved for him/her.

In addition to posting choice vacation schedules each employee will receive a copy of the 3971 they submitted approving said vacation.

11. Determination of the date and means of notifying employees of the beginning of the new leave year.

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

12. The procedures for submission of applications for annual leave during other than the choice vacation period.

Incidental leave will be granted to employees on a first come first served basis. Seniority will only apply if submission dates are the same.

A minimum of one (1) person shall be granted leave during non-prime time provided leave has been requested at least four (4) days in advance.

It is mandatory that management return all 3971 forms to the applicant within forty-eight hours after receipt if it is going to be disapproved. This applies to all 3971's submitted to management at least three (3) days in advance in duplicate.

Requests for incidental leave may not be submitted more than two months in advance of requested leave.

Any reason for disapproval of form 3971 must be explicitly stated.

13. The method of selecting employees to work on a 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.

14. Whether "overtime desired" list in Article 8 shall be section and/or tour.

There shall be separate overtime desired lists for overtime before tour, after tour, and on the employee's non-scheduled day.

15., 16. & 17. The number of duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments.

The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.

The identification of assignments that are to be considered light duty within each craft represented in the office.

The number of light duty assignments will be determined by the written requests made by the employee to local management. Assignments and duties to be contingent upon physical limitations and physicians recommendations of which management will make every effort to accommodate same.

Before any decision is made there shall be consultation with the Local APWU Representative.

18. The identification of assignments comprising a section when it is proposed to reassign within an installation employees excessed to the needs of a section.

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

19. Parking.

If available, parking space for APWU Representative shall be provided.

20. The determination as to whether annual leave to attend union activities requested prior to determination of the choice vacation schedule is to be part of the choice vacation plan.

Annual leave requested prior to the choice vacation selection schedule shall not be a part of the choice vacation plan.

21. and 22. Local Implementations of this agreement relating to seniority, re-assignments, and posting.

Posting.

Any assignment for which the starting time or duration has been changed by more than one (1) 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 (1) year or more and such change is agreeable to him/her.

Notices of vacancies involving APWU assignments shall be posted for a period of seven days.

The local union will be notified of all postings, and will be provided with an updated seniority list.

This Memorandum of Understanding is entered into at the Pennsville 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 1994 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.

For the SJAL, APWU

USPS

(date)

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