

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, RIVERSIDE, NJ 08075

AND

SOUTH JERSEY AREA LOCAL, APWU

The Agreement reached herein through negotiations between the U.S. Postal Service, Riverside, NJ 08075 and South Jersey Area Local, are entered into to supplement the National Agreement of December 18, 2001 and constitute a Memorandum of Understanding between the Riverside Post Office (called management or employer) and The Labor Organization (here in called Union or South Jersey Local) on local personnel policies and procedures.

This Agreement of Memorandum covers all clerk and maintenance group employees of this post office and its facilities established at the local level for which the organization has been certified as the exclusive representative. The employee organization represents only those crafts or occupational employees in units established at the local level for which the organization is certified as exclusive representative.

1. Wash up time - Management shall grant a reasonable wash up time, consistent with working conditions.
2. The clerk craft employees of this office will be on a fixed schedule with non-scheduled days subject to the bidding procedure.
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 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 obligation to its customers.

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

#### 4. Leave

- a. The objective to be pursued is the granting of annual leave whenever possible as desired by the employee and for this purpose it shall be programmed on a year round basis, except during the month of December.
- b. Every effort will be made to arrange vacation schedules so as to provide each employee with desired periods. Employees will be granted up to the limit prescribed by the National Agreement.
- c. February first of the calendar year a roster of employees shall be provided by management, listing all employees in accordance with seniority.
- d. A representative chosen by the employees to handle the above roster will obtain the choice from each employee by seniority who will in turn initial the choice appropriately on the roster and complete a 3971 form in duplicate, provided by the representative.
- e. There shall be no trading of choice periods, week or weeks of choice will be final.

5. The choice vacation period shall begin on the first full week of May and continue thru the send full week of October. It shall also include Thanksgiving week and Christmas week ( December 26-December 31).

6. Vacation - Selection will begin on Monday of the work week.

7. Employees shall be permitted to select two choices for vacation during the choice period. The amount of days per choice will be as defined in the National Agreement. Employees may request both selections in units of 5 or 10 days during rotation of calendar on a seniority basis. The choice vacation calendar will be passed around once.

8. An employee that is called for jury duty or represents the Union at a State or National Convention shall be covered by Article 10-3.F. and will not be included in the number of employees allowed off for prime time.

9. a. Sixteen percent of employees to be off each week during the prime time vacation period.

b. Additional annual leave requests (other than choices selected on vacation roster) during the choice period will not be granted until the supervisor has made a review of all the scheduled and unscheduled absences for the time requested. The operational needs must be evaluated and met before additional leave is granted.

10. Vacation Notices

Within 14 days of final vacation selection, the results will be posted on employees bulletin board.

12. a. It is mandatory upon management that all forms (3971) be returned to the applicant within forty-eight (48) hours excluding Sundays and Holidays after receipt if it is going to be approved or disapproved.

This applies to all forms (3971) personally submitted to an immediate supervisor. Supervisor will sign box notified showing date of receipt. **All Form 3971's not returned within 48 hours will be considered approved.** The reason for disapproval of form 3971 shall be explicitly stated. 3971's may not be submitted no more than 3 months in advance from the day requested. 3971's submitted on the same day will be approved by seniority

b. For all weeks outside of prime time, there will be a guarantee of one (1) slot available for annual leave. A calendar for same will be posted at the Riverside post office for the purpose of informing employees of available weeks for annual leave. This calendar will be maintained by the APWU Chief Steward of the Riverside post office.

13. Holidays

a. The method of selecting employees to work on a holiday schedule shall be as follows:

1. Casuals

2. Part time flex employees

b. Volunteers will be assigned from a combined list of non-scheduled and holiday employees who volunteer to work on a holiday or day designated as a holiday by seniority.

c. If insufficient employees volunteer, the remaining required employees will be assigned from a combined list, of non-scheduled and holiday employees juniority.

14. Overtime desired list will be established to designate Begin Tour, End Tour, Cut Off Day Preference.

15., 16. & 17. Light duty assignments:

a. When an employee becomes eligible for temporary light duty, before any decision is made, there shall be consultation with the Local APWU steward.

b. Light duty assignments shall be defined as any duty, preferably within the clerk craft which is available for an individual, because of his physical condition and permits him or her to be gainfully employed.

18. Excessing and or re-assignment will be done by section and tour. Example: Mail Processing, Window Service, Finance.

19. Parking

a. Union and Management realizes a parking problem exists in the Riverside Post Office Area. To this end management and the Union will make every effort to secure parking in near-by areas.

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

21. CRAFT ITEMS

a. Safety and Health Committee will meet quarterly, unless a member of the committee feels a need to meet more often.

b. Labor Management meetings will be quarterly if requested by either party.

22. Posting

a. The Union will be sent a copy of all job postings.

b. Within five (5) days after the closing date for the posting (excluding December) the installation head shall post a notice stating the successful bidder and his seniority. The senior qualified bidder meeting the qualification standards established for the position shall be designated the successful bidder.

c. The successful bidder must be placed in the new position within five (5) days when possible but not to exceed 10 days, except in the month of December.

d. Hours and duties of the new position shall be discussed with local union representative prior to posting.

This Memorandum of Understanding is entered into at the Riverside 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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(date)

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