

**LOCAL MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**U.S. POSTAL SERVICE, SEWELL, NJ 08080**

**AND**

**SOUTH JERSEY AREA LOCAL**

1. Wash-up – Management shall grant a reasonable wash-up time before lunch and at end of tour consistent with working conditions.

2. The establishment of a regular work week of five (5) days with fixed days off.

3. Curtailment of Operations

a. 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 operation, take into consideration such factors as:

b. The safety and health of its employees,

c. The accessibility of postal operations to the employees.

d. Notify the Union (APWU) as soon as possible of action taken.

4. Formulation of Local Leave Program

a. Employees will submit a form 3971 for choice vacation and these will be honored on a basis of seniority. Applications 3971 for vacations will be submitted by February 1<sup>st</sup> and completed by April 15<sup>th</sup> with no more than (4) days to each employee to make his/her choice. The 3971s will be completed by seniority in duplicate and copy returned to employee by April 30<sup>th</sup>.

b. 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 in its entirety (e.g., deaths, severe family emergencies, extended illness).

c. Cancellation of Prime Time Vacation

1. Picks must be returned in full week increments

2. Notification of a cancellation must be done at least ten (10) days prior to the starting date of the vacation.
3. Only abandoned weeks that were previously maxed out will be reposted and chosen by seniority beginning with the person immediately junior to the person abandoning the leave. If the pick gets down to the junior clerk and still hasn't been selected, the selection will go to the senior clerk and continue on down until it reaches the person senior to the person abandoning the leave.
4. Only those clerks who have not used all of their vacation selections (i.e. they had passed on any of their prime time picks) will be eligible to bid on an abandoned week(s).
5. The duration of the choice vacation period will be from the third full week of May to the last full week of September and include Thanksgiving, Christmas and New Years weeks.
6. Clerks will begin vacation periods on Monday.
7. Employee, at their option, may request a second selection during the choice vacation period in units of either 5 or 10 days providing all employees have had an opportunity of obtaining a first choice, per ARTICLE 10 of the National Agreement.
8. The necessity of taking military training or performing jury duty by an employee will not pre-empt him from additionally choosing a vacation period to which he would be entitled on a basis of his seniority.
9. 15% Clerk Craft will be off per week. The figure of .5 will go to the next higher number. Less than .5 will go to lower number.
10. Management will give notice of approval or disapproval of vacations in conjunction with completion of #4.
11. There will be a posting notifying the employees of the duration of the present leave year.
12. Leave other than choice vacation period. Leave will be granted up to the maximum amount of time credited to an employee on first come, first service basis, based on the needs of the service. It is mandatory upon Management that all forms 3971 (Application for Leave) be returned to the applicant within two (2) working days after receipt if it is going to be disapproved. This applies to all forms 3971 personally submitted to immediate supervisor at least four (4) days in advance in duplicate. All 3971s must be handed personally to management.

a. Every effort shall be made to allow members of the South Jersey Area Local leave to attend Local Union Meetings and Assemblies.

b. It will be the policy of this office to offer Full-time employees in craft, the choice of annual leave before releasing Part-time flexible employees when the volume of mail warrants reduction of any crew. This is when PTF's are not gainfully employed up to 40 hours per week.

c. The reasons for disapproval of form 3971 shall be explicitly stated.

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

e. The objective to be pursued is to grant annual leave wherever practical, as desired by the employee at his/her request throughout the year with approval by Supervision.

f. There will be a minimum of 10% allowed off on annual leave during other than choice vacation period.

13. Holidays – Management will determine the number and categories by tour and qualifications employees needed for Holiday work, then schedule them to work on the holiday or designated holiday (employees will be listed by name).

a. Full-time regular volunteer – on their designated holiday or holiday by seniority.

b. Full-time regular volunteers on their non-scheduled work day by seniority.

c. Part-time employees – even if overtime is involved and rotate 50% when practical.

d. Casuals – even if overtime is involved.

e. Non-volunteers Full-time regulars on the holiday by juniority in rotating order.

f. To the maximum extent possible, no employee will be compelled to work on his cut-off day due to holiday scheduling.

14. Overtime – Overtime will be administered by sections. The entire installation will be a section until new office is built in '92. Both the main office and annex will be considered one section for overtime.

15. 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 physician recommendations of which management will make every effort to accommodate same pursuant to provisions of Article 13.

16. When an employee becomes eligible for temporary/permanent light duty, or other assignments, before any decision is made there shall be a consultation with the Local APWU Union. Light duties will be by craft.

17. Light duty assignments will be in the following categories or work areas:

a. Modify or change the employees present assignment commensurate with physician's recommendations.

b. Project work.

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

19. Parking – If available, designated spots for union representative. Improving parking facilities such as security, space, lighting, etc. and any other recommendations should be submitted to local management for consideration.

20. Union activities – Management shall allow one (1) delegate time off to attend District, State and National Assemblies and shall not be charged to the choice vacation period, provided such leave does not seriously adversely affect the service needs of the installation.

21. a. Items involving safety and health shall be discussed at labor/management meetings. Labor Management meetings shall be conducted when necessary at a date mutually agreed on by the local union and local management, except during the month of December.

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

b. The Union will submit an agenda one (1) week before scheduled meeting.

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

c. One copy of the minutes shall be supplied to the Local Union: South Jersey Area Local, 900 Route 168, Suite D-3, Blackwood, NJ 08012.

22. Seniority Re-assignment Posting – Any full-time regular assignment whose starting time is changed more than one (1) hours from the original posting will require that assignment to be posted.

This Memorandum of Understanding is entered into at the Sewell 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)