

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, BLACKWOOD, N.J. 08012

AND

SOUTH JERSEY AREA LOCAL, APWU

In accordance with the provisions of Article 1, of the National Agreement the employer recognizes the APWU as the designated exclusive bargaining representative for all employees in the Clerk, Motor Vehicle, Maintenance and Special Delivery craft bargaining unions for which each has been certified and recognized at the National Level.

1. Wash-up.

a. Management shall grant reasonable wash-up time for all Craft employees consistent with working conditions.

b. Maintenance Craft and VOMA employees must receive a ten (10) minute wash up prior to the employee lunch period and ten (10) minute wash-up at the end of their tour.

2. **a. All clerks will have rotating drop days off, except the two (2) senior clerks. The first senior clerks drop days will be fixed Sat/Sun off and the second senior clerk will have fixed Sat/Sun, Sun/Monday off to be rotated monthly. Should a vacancy occur the senior clerk will have the option of accepting a change in non scheduled fixed days or keeping his non scheduled fixed days. The fixed non scheduled days not chosen by the senior clerk will be offered the next senior clerk, who has the option to refuse. The fixed non scheduled days will then be offered to clerks by seniority.**

b. Maintenance Craft and VOMA will establish a regular work week of Monday thru Friday with Saturday and Sunday off.

c. In the Maintenance Craft employee at the branch will be off Sunday and Monday.

3. Should the curtailment or suspension of local services or operations be deemed necessary due to emergency situations warranting such actions, once management has determined the action to be taken, where practicable, management after consultation with the union will determine the implementation of any such action.

a. In the event of heating or air conditioning problems, management will meet the APWU steward to discuss what corrective action is being taken.

4. The objective to be pursued is to grant annual leave where ever practical as desired by the employees at their request throughout the year.

a. 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. This language pertains to weeks where the maximum amount of employees are on leave.

5. The choice vacation period will be from the second full week in April through the end of the second full week of September, plus the weeks of Palm Sunday to Easter Sunday, Thanksgiving week, and the week between Christmas and New Years. Each employee is responsible to see that they have enough leave to cover their request.

a. Any weeks during the prime time that the quota of 12 1/2% is not filled will be open on first come basis provided request is submitted 7 days in advance and the individual has an adequate leave balance to cover the week(s), as well as any other already approved leave.

b. Jury duty, conventions and union activities are considered included to fill quota for open weeks.

6. The beginning of each employees vacation will be on Monday.

a. All employees will return on Monday except; (example) Full time regulars whose non-scheduled days are Friday/Saturday prior to vacation week(s) will return on Saturday if the total hours used exceed 40, 80, 120 hours.

b. If full time regular whose non-scheduled days are Friday and Saturday prior to vacation week(s) or Monday after vacation will not be required to work those days.

7. The option of an employee to request two (2) selections during choice vacation time will remain.

a. All employees who request to split their vacation will pick an initial choice of one or two weeks, then they will pick the second and/or third weeks. There will be no second pick.

b. It is the employees responsibility to know their non-scheduled days, keeping in mind #6 above and choose week(s) of five (5), ten (10), or fifteen (15) days.

8. Jury duty and Leave granted to employees to attend State or National Union Conventions will not be charged to the choice vacation periods. Union officials will be given first priority over any other person who may be delegated to State or National Convention.

9. It is agreed that no less than 12 1/2% of the Clerk Craft employees will be permitted off per week during the choice vacation period, any fraction after the whole number will become the next whole number which at present is three (3).

10. Management will give notice of approval or disapproval of the choice vacation schedule by March 15th. Employees will submit Form 1547 and these will be honored on the basis of seniority. Applications (1547 for vacations) will be submitted by March 1st. PS form 3971 will be submitted upon approval of vacation selections.

11. Management will post on the bulletin board no later than November 1st the date of the new leave year.

12. Annual Leave for other than the choice vacation period will be handled in the following manner.

a. Leave slips (3971's) will be handed directly to the Supervisor. Supervisor will initial and date when received. All slips should be in triplicate and will be honored on a first come-first served basis.

b. It is mandatory upon management that all Form 3971's and PS Forms 3189's be returned to the employee within seventy-two (72) hours after receipt. This applies to all 3971's submitted to the supervisor at least seven (7) days in advance in triplicate.

c. The reasons for disapproval of request on form 3971's shall be explicitly stated.

d. If an employee does not receive approval or disapproval within 72 hours (working days) specified in 12b above, approval will be guaranteed provided the employee can document the submission with the supervisors initialed third copy of form 3971 and the employee was available to receive approval or disapproval.

e. For shorter periods of time (days-hours) requested with shorter notification, management will return form 3971 to employee approved or disapproved before time that was requested for leave. Reasonable notification will be the determining factor.

f. As agreed to by Pre-Arbitration Settlement January 12, 1989 which says "There will be one (1) employee off on annual leave per week during other than the choice vacation period."

If annual leave for the non choice period is requested for less than a full week and submitted at least five (5) days in advance and no one is on leave for that time frame, the leave will automatically be approved.

### 13. Holidays

1. 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 full-time regular employees who volunteer to work their holiday ranked in seniority order, and selected in seniority order.

b. All full-time regular employees who volunteer to work their non-scheduled day; ranked in seniority order and selected in seniority order; and

c. All casual and part-time flexible employees to the maximum extent possible, regardless of the necessity to pay overtime premium.

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. **There will be a holiday period volunteer sign up sheet posted by management before the holiday schedule is posted.**

14. Regular employees required to work overtime will be in accordance with Article 8, and shall be by section and tour. Employees required to work overtime will be notified two hours in advance where practical.

a. As agreed to by Pre-Arbitration Settlement which ways "There will be three (3) list for overtime"

1. Overtime list 10 hours

2. Overtime list 12 hours

3. Overtime list non-schedule day list

4. Employees must sign each list he/she wishes to be on.

5. Employees on the "Overtime Desired" list can withdraw their name from the list in writing anytime during the quarter. The withdrawal will be effective the day after the withdrawal was submitted.

6. The ODL will be administered separately for Maintenance, VOMA, and Clerk Crafts. The VOMA can be scheduled for overtime in the Clerk Craft, however first opportunity will be made available to the Clerk Craft and in consideration of a "window of operation."

15., 16. & 17. Light duty assignments will be in the following categories or work areas:

1. Modify or change the employees present assignment commensurate with physicians recommendations.

2. Project work i.e., (Typing, Filing, etc.) . Those job not performed normally.

A. 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.

B. When an employee becomes eligible for light duty, there shall be consultation with the APWU. If possible, the consultation will be held before any decision is made. If not, it will be held as soon as possible after the decision is made.

C. Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group, even if such assignment reduces the number of hours of work for the supplemental work force. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.

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

19. Parking will be available for each employee and 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. Annual leave requested to attend Union activities prior to the choice vacation selection schedule shall not be part of the choice vacation plan.

21. Management will continue to provide the right to principal assigned duty assignments.

a. Those assignments presently in effect are:

1. Key desk.
2. Forwarding Desk.
3. Timekeeper.
4. Box Section Clerical Duties.
5. Bulk mailing and RMRS activity.

b. Any new duty assignments agreed to shall be passed down until exhausted. It will then become part of that employees tour as will the present **five** jobs if they become vacant.

c. The union will receive an updated seniority list every six (6) months and any new job postings. Also management will supply all official policy postings of any type to the local APWU steward.

22. Any full time regular assignment whose starting time is changed more than one (1) hour from the original posting will require that assignment to be posted. Re-assignments will be consistent with the National Agreement.

- b. **Any addition or changes in a duty assignment of 50% or more shall cause the assignment to be reposted.**

Article XXXVIII. (Maintenance Supplement)

- a. The choice vacation period for the maintenance craft employees will be from July 1st through the labor day week.

- b. The number of employees off will be one (1) during choice time.

This Memorandum of Understanding is entered into at the Blackwood Post Office between the representatives of the U.S. Postal Service and the designated agents of the South Jersey Area Local, APWU, AFL-CIO, pursuant to the Local Implementation provisions of the 1998 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment, subject to those items which have been submitted to the impasse resolution procedures.

\_\_\_\_\_  
For the SJAL, APWU

\_\_\_\_\_  
USPS

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)