

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, BURLINGTON, NJ 08016

AND

SOUTH JERSEY AREA LOCAL, APWU

In accordance with the provisions of Article I of the National Agreement, the employer recognizes the APWU as the designated exclusive bargaining representative for all employees in the Clerk, Motor Vehicle and Maintenance Craft Bargaining Unions for which each has been certified and recognized at the National level.

Item #1. Wash-Up Time

The National Agreement, Article 8.9, requires the employer provide reasonable wash-up time. The Employer agrees to continue it's policy of allowing wash-up time as per the National Agreement.

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

Fixed schedule will continue.

Item #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.

Item #4. Formulation of local leave program.

Beginning with the first full service week in March the senior employee will be given the choice vacation calendar and will have 48 hours to make a selection. After the 48 hour period the calendar will be passed to the next senior employee etc. etc. etc. until all employees have had the opportunity to make a choice vacation selection. The same process will apply to employees who wish to make split selections. The Union will be responsible for passing the calendar. (Whether it be the steward or someone whom volunteers or is appointed by the Union.)

Item #5. The duration of choice vacation period(s).

The period from the last full week of May through the last full week of September, Thanksgiving Week (The week in which Thanksgiving falls) and Christmas Week (December 26 through December 31) will be observed as the choice vacation period.

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

Employee will begin his/her vacation on Sunday and end on Sunday.

Item #7. Whether employees at their option may request two selections during the choice vacation period, in units of five or ten days.

Employees at their option may select up to fifteen continuous days leave, or split into two periods of five and/or ten days. If a split is selected, the

employee may not make their second selection until all other employees have had an opportunity for their initial selection.

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

Jury Duty or attendance at National or State Convention shall not be charged to the choice vacation period.

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

Twenty percent (20%) of the clerk craft will be allowed off at one time during the last full week of May through the last full week of September. **Twenty** percent (20%) of the clerk craft will be allowed off for Thanksgiving Week and Christmas Week. Upon calculation of the percentile times the number of clerks, the resultant whole number will be the number of employees off. Any decimal portion above the whole number will be voided.

IF THE CLERK COMPLIMENT DROPS TO NINE (9) OR BELOW THIS ITEM SHALL BE RE-NEGOTIATED IMMEDIATELY.

Item #10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

Duplicates of forms 3971 submitted by employees will be returned no later than May 15 to the employees.

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

A notice will be placed on the bulletin board by November 1.

Item #12. The procedures for submission of applications for annual leave other than choice vacation periods.

1. GUARANTEED: January 1 through the first three weeks in May (full), and October 1 through the first full week in November.

2. No less than TEN (10) percent, without rounding, shall be granted annual leave.

3. PS Form 3971 shall be submitted June 23rd - June 30th for the period of October 1 thru the first full week of November and will be selected by seniority.

4. PS Form 3971 shall be submitted September 23rd - September 30th for the period of January 1st - April 30th for a week or greater.

5. Request for shorter periods of time (less than a week) will be granted on a first come first served basis providing PS Form 3971 is submitted at least, but no later than Two (2) weeks prior to the date requested. It is mandatory upon Management that all PS Forms 3971 (Request for, or Notification of Absence) be returned to the applicant within forty-eight (48) hours after receipt if it is going to be disapproved. This applies to all PS Forms 3971 personally submitted to the immediate supervisor in duplicate. The percentage guaranteed will include employees on LWOP, OWCP, extended sick leave, National or State Conventions, or Annual Military Training.

Item #13. The method of selecting employees to work on a holiday.

As per Article 11.6 of the National Agreement.

Item #14. Whether overtime desired lists in Article 8 shall be by section and tour.

As per Article 8 of the National Agreement.

Item #15, 16, 17. The number, method and identification of light duty assignments within each craft or group to be reserved for temporary or light duty assignments.

Every effort will be made to insure that light-duty assignments will not be to the detriment of the craft. The local union will be notified of all light-duty assignments.

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

Reassignments for sections within the installation shall be by seniority within the installation.

Item #19. The assignment of parking spaces.

Parking will be available on a first come first serve basis.

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

This shall not be charged to choice vacation period.

Item 21, 22. Reassignment and posting.

Article 37.3 of National Agreement. The local union will be notified of all postings, and will be provided with an updated seniority list.

Maintenance Craft

Items 1 through 20 shall apply to the Maintenance Craft in their entirety. (Note: Maintenance is guaranteed one (1) off for leave purposes.) Items 21 and 22 would refer to Article 38 of the Collective Bargaining Agreement.

This Memorandum of Understanding is entered into at the Burlington 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 2006 National Agreement. This contract shall continue in full force and effect from its effective date, November 21, 2006, through negotiation of the next local memorandum of understanding.

Gary Bell
Postmaster
Burlington, N.J. 08016

Date

Richard Brown
Local Business Agent
South Jersey Area Local
American Postal Worker's Union, AFL-CIO

Date

