

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, GLOUCESTER CITY, NJ 08030

AND

SOUTH JERSEY AREA LOCAL, APWU

This memorandum of understanding was entered upon between the representatives of the United States Postal Service, Gloucester City, New Jersey 08030, and the designated agent of the American Postal Workers Union *Postal Clerks.

1. Wash-up. Management recognizes that on occasion, an employee might be exposed to dirty conditions and/or toxic materials to the extent to warrant wash-up time. On such occasions, the employee may request wash-up time and management will be reasonable when considering such requests. Management also recognizes the responsibility to consistently evaluate all positions in order to determine whether an employee assigned to any position is on a consistent basis exposed to dirty and/or toxic material to the extent to justify regularly scheduled wash-up time. In such cases, management will be reasonable in granting such regularly scheduled wash-up time.
2. The basic work week for full-time regulars will be five days with fixed days off.
3. Emergency Curtailment of 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, and
- c. The accessibility of Postal Operations and its customers to the employer and employees.

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

4. Employees will submit Form 1547, in duplicate for choice vacation period which will be honored according to seniority. Applications (Form 1547) for vacation will commence on February 1 and be completed, no later than April 1. Each clerk will have a maximum of two (2) working days to return the form 1547 to the employer. Management will notify all employees of their vacation by posting of vacation lists on bulletin boards. In addition, duplicate copies of form 1547 will be returned to the employee.

5. The choice vacation period will begin the first full week in June for a continuous period until the end of the last full week in September.

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

6. The beginning day of an employees choice vacation period shall be Monday, excluding the week between Christmas and New Years.

7. Employees will have two (2) selections during choice vacation period.

8. 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 two (2) delegates 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. It is agreed that not more than 18% (eighteen percent) of the clerk craft employees will be permitted off per week during choice vacation period

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

12. Annual leave other than choice vacation period will be granted to employees on a first come first served basis. Seniority will only apply if submission dates are the same.

Applications for Non-prime time leave will be submitted by the employee to the immediate supervisor on form 3971 (in duplicate).

Leave shall be considered granted if not rejected within three (3) working days after receipt by management. This applies to all 3971's submitted to management at least four (4) days in advance of requested leave date. Any reason for disapproval of form 3971 must be reasonably stated.

13. The method of selecting employees to work on a holiday will be:

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 either their holiday or their non-scheduled day shall be combined into a single group, ranked in seniority order, and selected in seniority order.

c. All full-time regular employees who did not volunteer to work either their holiday or non-scheduled day shall be combined into a single group, ranked in seniority order and selected in inverse seniority order.

14. The overtime desired list as per Article 8 shall be installation wide.

15., 16. & 17. 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.

Before any decision is made there shall be consultation with the local APWU representative.

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

19. Assignment of Employee Parking Spaces.

Management shall recognize its responsibility to constantly be aware of the parking needs of the employees. In such regard, it will make parking spaces available to the employee as it determines that such space is available. In determining what spaces will be available to employees, management will take into account:

1. The needs of the customers.
2. The needs of the service.
3. The needs of the employees.

Prior to assigning parking spaces to employees, management will consult with the union. After consultation, employee parking spaces will be assigned by management, taking into consideration:

1. The union's recommendation,
2. Handicapped employees,
3. Seniority; and
4. Union officer status.

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

21. & 22. 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 (7) days.

APWU may provide a witness to be present at the opening of all bids involving APWU assignments.

This Memorandum of Understanding is entered into at the Gloucester City 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 1998 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.

For the SJAL, APWU

USPS

(date)

(date)