

**1994 LOCAL MEMORANDUM OF UNDERSTANDING**

**between**

**U.S. Postal Service, Moorestown, NJ 08057**

**And**

**South Jersey Area Local, APWU**

## Union Recognition

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 Messenger Craft bargaining Unions for which each has been certified and recognized at the National Level.

The employer shall consult and exchange information with the South Jersey Area Local at the Labor Management meetings and also at other times when such consultations and exchanges can be beneficial to management/employee relations.

All articles of this agreement shall encompass the APWU crafts party to this agreement except where specifically noted in the craft supplement.

### 1. Wash Up Time

Management shall grant reasonable wash up time to those employees who perform dirty work or work with toxic materials, consistent with working conditions. The amount of wash up time granted each employee shall be subject to the grievance procedure.

### 2. Hours of Work

The basic work week for full time regulars will be five (5) days with fixed days off.

### 3. Curtailment or Termination 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.

### 4. Formulation of Local Leave Program

### 12. Submission for Leave

- a. Application for leave, in whole weeks, for the non choice period will be honored on a seniority basis up to the last working day in October of the preceding year. All other requests for days or weeks will be approved on a seniority basis when applied for no sooner than three (3) months in advance. Seniority will be honored on a daily basis for annual leave requests, and will be on a first come, first served basis.
- b. Applications for leave must be submitted to immediate supervisor on PS Form 3971 in duplicate. It is mandatory upon management that all PS Forms 3971 be returned approved or disapproved within 72 hours after receipt. If disapproved the reason for disapproval must be reasonably stated.
- c. Eight (8) percent of the Craft employees shall receive annual leave during each day of the non-choice period. In determining the eight (8) percent all numbers will be rounded to the nearest whole number. (Example 1.49 = 1 and 1.50 or higher = 2)

5. Choice Vacation Period

- a. The Choice Vacation Period shall begin with the Third Monday in May and continue through the second full week in September. In addition, Easter Week (Starting on the Saturday preceding Easter), Thanksgiving week, and December 26 thru December 31<sup>st</sup> will be included as part of the Choice Vacation Period.

Note: - Two (2) employees will be allowed off during the three additional weeks identified above unless there is not sufficient weeks for cover vacation needed, then there would be three (3) employees allowed off.

- b. Submission requests for the Choice Vacation Period shall commence on the 1<sup>st</sup> Monday in February and will end on the 3<sup>rd</sup> Monday of February. Employees will submit a PS Form 1547 and PS Form 3971 in triplicate and these requests will be honored by seniority in the respective craft.
- c. There will be no cancellation of choice vacation periods unless approved 30 or more days in advance of dates requested. The period will be offered to the next senior employee.

6. Beginning Day of Vacation Period

The choice vacation period will begin on Monday.

7. Vacation Selections

Choice Vacation Period selections will be at the option of the employee whether it be in five (5), ten (10), or fifteen (15) day periods not to exceed fifteen (15) days. If a split selection is made, the employee may not make their second selection until all other employees have had the opportunity for their initial selection.

8. Jury Duty & Convention Leave

- a. The necessity of taking military training or performing jury duty by an employee will not pre-empt said employee from additionally choosing a vacation selection.
- b. Military training, jury duty, and Convention leave will not be charged to the choice vacation period.

9. Number of Employees who shall receive leave during the Choice Vacation Period.

The number of employees by craft to be granted off during the choice vacation period shall be sixteen per cent (16%). In determining the sixteen percent (16%) all numbers will be rounded to the nearest whole number.

(Example 1.49 = 1 and 1.50 or higher = 2)

10. Notification of Approved Choice Vacation Selections

Management will notify employees of their vacations by posting the vacation schedule by the second week of March.

11. Notification of Leave Year

The employer shall no later than November 1<sup>st</sup>, publicize on Bulletin Boards, and by other appropriate means, the beginning date of the new leave year, which shall begin with the first day of the first pay period of the calendar year.

12. Holiday Scheduling.

The following sequence will be followed when scheduling employees to work on a holiday provided that such scheduling produces a workforce which meet the operating skill requirement of the holiday or designated holiday.

- a. All Casual and Part Time Flexible employees, to the maximum extent possible, regardless of the necessary to pay overtime premiums;

- b. All Full time regular employees who volunteer to work their holiday, ranked in seniority order and selected in seniority order;
- c. All Full time regular employees who volunteer to work their scheduled day, ranked in seniority order and selected in seniority order, and;
- d. All Transitional Employees:
- e. 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.

13. Overtime Desired List

- a. Overtime assignments will be fulfilled by the Overtime Desired List (OTDL) for employees with the necessary skills.
- b. For the purpose of working overtime the entire installation will be considered one section.
- c. Whenever possible, when good and sufficient reasons exist, every effort shall be made to excuse employees from working overtime.
- d. Employees will be notified two (2) hours before overtime work is required, when possible.

15., 16., & 17. Light Duty

Assignment of Ill or Injured Regular Work Force Employees

- A. If there are no light duty assignments when the employee becomes disabled, before a decision is made, there will be a consultation with the APRU Representative, the employee's immediate Supervisor and the Installation Head.
- B. Temporary Light Duty
  - 1. Modify the employee's present assignment
  - 2. All temporary light duty assignments for employees assigned from another craft to the APWU Crafts is prohibited.
  - 3. Every request from the employee will be given full and equal consideration and light duty assignment shall be made to the extend possible.

4. The employee must present documentary evidence every thirty (30) days.

C. Definition of Light Duty

1. Light duty is duty which can be performed by ill or injured employees without creating a hazard to themselves or other employees. Such assignments could include duties involving desk work, sitting on a flat rest bar, no prolonged walking, standing or heavy lifting, minimum use of stairs, or other typical features of a position.
2. Organization assistance to employees - The Organization party of this contract agrees to assist employees to determine their needs and to prepare their written request for assignment to light duty off the clock.

D. Duration of Light Duty

Each disabled employee will be assigned duties consistent with his/her ability to perform same. These assignments will be reviewed upon submission of 30 day evidence of disability or terminated with discharge from treatment.

18. Identification of Assignments Comprising a Section

Pursuant to the objectives of Article XII.C.4 of the National Agreement, principal duties will be established according to the principal work involved.

- A. The following assignments shall be determined as sections, when it is proposed to reassign within an installation employees excessed to the needs of a section.
  1. Distribution
  2. Window
  3. Box Section
  4. Accountable Mail (Carrier Postage Due. BRM)

19. Parking Spaces

A parking space will be made for the APWU Steward.

20. Annual Leave for Union Activities

Union Leave, functions for the National, State, Organizations such as conventions, Seminary meetings, Assemblies, etc., shall not be charged to choice time leave for designated delegate (1). The employee who applies for such leave shall have the option to pick choice vacation by the leave format.

21. Craft Provisions
22. Seniority, Reassignment & Posting

The Installation head will supply the craft representative of the Installation with an up-to-date seniority list of all employees covered by the bargaining unit agreement or any change or addition or deletion of the craft employees.

#### Posting

- A. Any assignment for which the starting time has been changed by more than one (1) hour or days off have been changed, will cause that assignment to be posted after completion of consultation with the APWU local installation certified representative. Additions or deletions in the assignment not covered in the Standard Position Description Occupation Code will cause an assignment to be posted unless the incumbent has been in the assignment for one (1) year or more and such is agreeable to him/her.
- B. Consultation will commence immediately upon request of certified installation representative and posting will become effective at the time specified after conclusion of consultation. Any disagreement will be subject for the grievance arbitration procedure.
- C. Notice of Vacancies involving craft assignments will be issued to the local APWU representative at the time of posting.
- D. Craft assignments being posted will remain posted for a period of ten (10) days.
- E. Successful bidder will be placed in his/her bid position at the start of the first scheduled work day of the first day of the pay period after the ten (10) day posting period.

#### Labor Management

- A. Committee from Management or Labor shall submit proposal, in writing, stating date and time for joint meeting.

- B. Meetings shall be conducted on official time, limited to two (2) hours per Post Quarter, with one (1) member of the APWU bargaining unit on no gain - no loss basis.
- C. Three members may be present as union participants, but only one (1) on official time.

#### Purpose

- A. To discuss, explore, and consider with management matters of mutual concern consistent with the National Agreement.

#### Matters of Mutual Concern

- A. Working Conditions
- B. Discussion of Employees Duties
- C. Discussion of Excessing of Employees
- D. Health and Safety of employees covered by this agreement
- E. Welfare of Employees

#### Submission of Agenda

Agenda items shall be submitted five (5) days before the date of the meeting.

Items not on the Agenda may be discussed and agreed upon with mutual consent.

This Memorandum of Understanding is entered into at the Moorestown Post Office between the representatives of the U.S. Postal Service and designated agents of the South Jersey Area Local, APWU, pursuant to the Local Implementation provisions of the 1994 National Agreement. This contract shall continue in full force and effect from its effective date, April 14, 1996 through the negotiation of the next local Memorandum of Understanding.

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Postmaster

\_\_\_\_\_  
Date

\_\_\_\_\_  
APWU Representative

\_\_\_\_\_  
Date

