

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, MT. HOLLY NJ, 08060

AND

SOUTH JERSEY AREA LOCAL, APWU

The parties mutually agree, in accordance with the provisions of Article XXX of the National Agreement, that the following provisions of the Memorandum of Understanding shall remain in force and effect during the term of this agreement.

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.
2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.

All job assignments will have two (2) consecutive drop days where practicable, to the maximum extent. The work week will consist of five fixed days.

3. GUIDELINE FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANTS BECAUSE OF EMERGENCY CONDITIONS.

The decision for curtailment or termination of operations to conform to the orders of local authorities, or as local conditions warrant because emergency conditions, shall be made by the installation head. When the decision has been reached to curtail Postal Operations, to the extent possible, management will notify and seek the cooperation of local union representative, local radio and television stations to inform employees.

4. FORMULATION OF LOCAL LEAVE PROGRAM

a. No employee shall have their schedule leave cancelled due to the unexpected absences, except in case of an emergency.

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.

c. Approved prime time leave that is later cancelled by an employee, when possible, will be posted for no more than five (5) days on the union bulletin board available to the junior employees to the individual who cancelled.

d. Military leave will not be charged to the Choice Vacation Period.

e. For vacation selection (2) two sections will be identified. (Window/Distribution and Mail Processors)

f. For vacation selection in Maintenance Craft sections will be identified by occupational codes.

5. THE DURATION OF THE CHOICE VACATION PERIOD

Choice Vacation Period shall be from January 1st through December 31st, except the week before Thanksgiving and from December 1st through the 24th.

6. THE DETERMINATION OF BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.

a. The beginning of an employee's vacation will begin on basic work week Monday and end on Sunday except the week following Christmas (December 26th - 31st).

7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

Employees may request two selections during the choice vacation period in units of five (5) or ten (10) days. The total leave approved can not exceed the number of days authorized in Article 10 Section 3.D.1, 2, or 3 as appropriate.

8. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

a. Jury duty and attendance at National and State Conventions shall not be charged to Choice Vacation Period. Two (2) employees will be granted leave for three (3) days maximum to attend a State Convention. Two (2) employees will be allowed to attend the National Convention. If additional delegates are requested local conditions will dictate approval. These convention leaves will not be charged to either employees Choice Vacation Period.

9. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

a. Fifteen percent (15%) of the employees covered by this agreement will be granted leave during the prime time period from May 1st through September 30th, also Thanksgiving week and Christmas week (December 26th - 31st).

b. Ten percent (10%) of the employees will be granted during the rest of the prime time period.

c. When applying the percentage requirement, any fraction of 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number.

d. Choice Vacation period percentages will be granted by section.

10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

a. A leave book shall be passed throughout the clerk work force, by seniority, beginning November 1st and ending 30 days later for their first selection. Second selection will be completed within 30 days of completion of 1st selection.

b. Once completed and each clerk is informed of their approved leave, they will be required to submit PS Form 3971 in duplicate for final verification of approved leave.

c. A list showing the choice vacation periods, with the name of the employee, showing the approved period or periods, shall be posted on Union Bulletin board, no later than one week after the second selections are made. This posting will constitute official notice. Finalized copy of approved leave to be given to the Union.

d. Time limit for each employee to make their selection shall be twenty-four (24) hours, exclusive of Sundays and holidays. If employee does not make a selection within twenty-four (24) hours, then that employee's selection will be passed over and next employee shall be permitted to make their selection. The passed over employee will have another opportunity to select after the junior employee has made their selection. The vacation process will be monitored jointly by Management and the Union.

11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

A notice shall be posted on the official bulletin board no later than November 1st notifying the employees of the beginning of the new leave year.

12. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

a. Requests for incidental annual leave will be submitted on duplicate PS Form 3971 no earlier than three (3) months in advance. Duplicate submission for same date, future requests, will be granted by seniority. All other leave will be granted on a first come first served basis.

b. PS Form 3971 must show date submitted and given to immediate supervisor, which will be signed by supervisor as received.

c. Approval/Disapproval of leave must be made within (72) seventy-two hours, excluding Sundays and holidays, or leave will be considered approved.

13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

a. All full time and employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.

b. All casuals and part time flexible employees to the extent possible, even if payment of overtime is required.

c. Full time volunteer employees whose scheduled non-work day falls on the holiday and possess the necessary skills, even though the payment of overtime is required, by seniority.

d. Transitional Employees (TE's), to the extent possible, will be scheduled for work on a holiday or designated holiday after full time volunteers are scheduled to work on their holiday or designated holiday.

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.

14. WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

a. An overtime desired list shall be posted to the bulletin board two weeks prior to the start of each calendar quarter.

b. Overtime desired lists for bargaining unit employees will be administered by section. Sections are Distribution/Window and Mail Processing.

c. Maintenance sections will be by occupational group.

d. Management will be make every attempt to notify employees as far in advance as possible when overtime is need.

15., 16, 17. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

a. Management and the union will make every reasonable attempt to provide light duty assignments, to deserving full-time regular or part-time flexible employees who through illness or injury are unable to perform their regularly assigned duties. All aspects of Article 13 will be strictly adhered to.

b. Before the employer assigns any injured employee to light duty in or to the clerk craft, the employer first must consult with the APWU, Shop Steward to determine any possible detriment to the clerk craft. The employer must attempt to minimize any adverse or disruptive impact on any other employee in the clerk craft before assigning any injured employee to light duty in or to the clerk craft. Every request from employees will be given full and equal consideration and light duty assignments shall be made to every extent possible.

c. Under no conditions shall any light duty assignment affect any assigned full time regular employee.

d. Modify the employees present assignment and could include the following:

- 1. Desk work**
- 2. Use of rest bar**
- 3. Nixies area**
- 4. Project work**

e. Each light duty employee will be assigned, when available, duties consistent with their medical limitations. These assignments/ accommodations, when available, will be reviewed every fourteen (14) days. Therefore, all employees on temporary light duty must provide medical evidence at least every fourteen (14) days to substantiate their request and to be considered for accommodations.

18. THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.

For purposes of applying Article 12 of the National Agreement, the entire installation shall be considered a section.

19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Parking spaces in excess of USPS needs will be available on a first come first basis.

20. THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE CHOICE VACATION PLAN.

Annual Leave to attend Union activities prior to the granting of choice vacation period will not be part of total choice vacation plan.

21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL IMPLEMENTATION AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.

a. All assignments to be posed on the bulletin board for ten (10) days and copy given to the union.

b. Jobs are to be awarded within ten (10) days of the closing date.

c. Successful bidder to be placed into the new assignment within twenty-one (21) days, except in the month of December.

d. Bids will be submitted by placing in locked bid box. A supervisor and union official will be present when box is opened.

e. A copy of all job postings will be sent to the South Jersey Area Local, 728 Black Hose Pike, Suite D-3, Blackwood, N.J. 08012.

22. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.

a. A seniority list to be submitted every six months to the local union official or to the South Jersey Area Local president if no local union official is within the installation.

b. Preferred assignments will be made per the National Agreement.

This Memorandum of Understanding is entered into at the Mt. Holly 08060 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 1994 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.

For the SJAL, APWU

USPS

(date)

(date)