

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, PEMBERTON, NJ 08068

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. 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. Work Week - The established regular work week to be five (5) days, with fixed days off.

3. Curtailment of Postal 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's designee of its plan of implementation. Management will notify the affected employees by telephone.

4. Prime Time Vacation -

a. The prime time vacation period shall begin the first full week in May for a continuous period until the end of the last full week in September.

b. Employees will submit a form 1547 and these will be honored on the basis of seniority. Applications for vacations will be submitted by the last day in March.

c. One clerk or 15% craft employees will be permitted off per week during the prime time vacation period.

d. An employee, at his/her option, may request a second selection during the choice vacation period in units of either 5 or 10 days providing all employees have had an opportunity of obtaining a first choice, per Article X, National Agreement.

e. Management shall allow one (1) delegate time off to attend National, State or other authorized union functions, and this time shall not be charged to the prime time vacation period.

f. Management will give notice of approval or disapproval of vacations by April 30th.

g. The necessity of taking military training or performing jury duty, attendance to National, State, or other union functions, by an employee, will not pre-empt him/her from additionally choosing a vacation period at which he/she would be entitled on the basis of his seniority.

5. Other than Choice Vacation Period.

a. Leave requests for the new leave year shall not be submitted prior to October 1st.

b. Annual leave, other than the choice time vacation periods, will be granted up to the maximum amount of time credited to an employee on a first come first serve basis.

c. Every effort shall be made to allow one member of the South Jersey Area Local leave to attend local union meetings and other authorized union functions.

d. It will be the policy of this office to offer full time regular employees the choice of annual leave before releasing part time flexible employees when the volume of mail warrants reduction of any crew. It is understood that this practice can not result in overtime payment to the part time flexible employees or delay the movement of the mail. This paragraph will apply when it becomes apparent part time flexible employees are not being employed forty (40) hours per week.

e. Every possible consideration for appropriate leave shall be given to employees in situations of personal emergency.

f. All applications for annual leave, or leave without pay (LWOP) for other than choice vacation period will be approved or disapproved within forty eight (48) hours, Sundays and holidays excluded.

g. The reason for disapproval shall be explicitly stated on form 3971.

h. Management shall give every consideration of granting annual leave to employees for religious and memorial holidays.

i. The objective to be pursued is to grant annual leave wherever practical, as desired by the employee at his/her request throughout the year, when 5% equals .75 of work force, 5% on annual leave year round.

6. Holiday Scheduling. 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 casual and PTF employees to the maximum extent possible, regardless of the necessity 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 non-scheduled day ranked in seniority order and selected in seniority order.

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.

7. Light Duty

a. When an employee requests light duty and USPS must make every effort toward assigning the employee to light duty consistent with the employee's medically defined work limitation tolerances. In assigning such light duty the USPS should minimize any adverse or disruptive impact on the employee.

b. Before the employer assigns any injured employee to light duty in or to the clerk craft, the employer first must consult with the South Jersey Area Local President, APWU, to determine any possible detriment to the clerk craft.

c. The employer must not assign any injured employee to light duty in or to the clerk craft which would be a detriment to any other employee in the clerk craft.

d. Temporary light duty assignments shall be considered in the following categories or work areas:

1. Modify or change the employee's present assignment consistent with the physicians recommendations.

2. Project work.

8. Principles of Seniority, Posting & Reassignments

a. Any assignment for which the starting time has been changed by more than one hour from the original bid starting time shall cause that assignment to be posted.

b. Notice of vacancies involving APWU assignments shall be posted for a period of ten (10) days or less by all concerned parties.

9. Labor-Management Meetings.

a. Labor-Management meetings shall be conducted once every three (3) months (quarterly) at a date mutually agreed to by the local union (South Jersey Area Local) and the local management, and except during the months of July, August, and December.

b. Labor Management meetings can be postponed if mutually agreed by the local union and management.

c. The union will submit an agenda one week before scheduled meeting.

1) Time permitting, items not on the agenda can be submitted and discussed during the meeting.

2) One (1) copy of the minutes shall be supplied to the local union, S.J.A.L.

10. Overtime.

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

b. The employer shall evaluate the possibility of overtime daily, and determine what clerk requirements are needed.

c. Clerks required to work overtime shall be given as much notice as possible.

11. Seniority list - A seniority list to be submitted every (6) six months to the South Jersey Area Local, APWU, PO Box 149, Bellmawr, NJ 08031.

a. Seniority list to include the name, date of office seniority, Full time or PTF. Copy of all job postings for full time regulars to be sent to the Local Union President.

This Memorandum of Understanding is entered into at the Pemberton 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 1987 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.

For the SJAL , APWU

USPS

(date)

(date)