

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, VINCENTOWN, N.J. 08088

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.

- A. 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 craft bargaining Union which has been certified and recognized at the National level.
- B. The employer shall consult and exchange information with the local union representative at Labor-Management meetings when scheduled, and also at other times when such consultations and exchanges can be beneficial to management-employee relations.
 - 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 occasion, the employee may request wash-up time and management will be reasonable when considering such requests. Management also recognizes 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. Full-time regulars shall work schedules with fixed days off.
 - 3. 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.

4. Prime time application:

- a. Determination of clerk craft leave requests shall not be affected by any other craft.
- b. Selection for Prime time leave periods shall be made according to seniority and include full time regular and part time flexible employees.
- c. Form PS 3971 shall be submitted in duplicate by employees desiring a record of the determination of their leave request.
- d. Requests for prime time leave selections shall be submitted to the employer by each employee by December 1st of the current leave year. Said requests will be submitted in writing on Form PS 1547.
- e. Clerk craft employees, declining to participate in making a prime time leave selection, shall do so by stating their intent in writing.

5. Prime Time Period

The prime time vacation period shall be the following:

- a. From the first Monday of the Leave Year to and including Labor Day.
- b. From the first Monday of October to the first Sunday in December.

- c. From December 26th to the last Sunday of the present Leave Year.
6. The beginning day of the employee's choice vacation is Monday and ends on Sunday.
7. Employees desiring two selections during the prime time leave period, shall be offered a first and second choice. Second selection will be made after all employees have had the opportunity for an initial selection. Employees may make two (2) selections up to five (5) or ten (10) days in accordance with Article X, Section 3, paragraph D2 and D3.
8. Jury duty and attendance at National, State or Local Conventions, activities will not be charged to the choice vacation period.
9. The maximum number of clerk craft employees who shall receive leave each week during the choice vacation period will be 14% of the work force, rounded to the nearest whole number. (.5 moves to the next whole number).
10. Receipt of Prime Time Leave requests (PS Form 1547) by the Employer shall be acknowledged by the Employer and returned to the employee by January 6th of the new calendar year.
12. Requests for annual leave other than during the Prime Time Leave Period shall be by submission of Form PS 3971 to the Employer by the employee requesting said leave. Consideration and determination shall be accorded each request on the basis of date and time submitted. A local leave policy shall be posted on bulletin boards, for submission of annual leave requests other than the Prime Time Leave Period.
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 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 order.
 - e. Part time flexible employees scheduled to work holidays shall be scheduled on a rotating basis.
- 14. The overtime desired list will be maintained by craft with the entire office being considered a section.
- 15. The employer shall make every effort to consider each request for light duty as the need arises.
- 16.
 - a. When an employee becomes eligible for temporary light duty, before any decision is made there shall be consultation with the South Jersey Area Local.
 - b. Management will not assign any injured clerks or carriers to temporary light duty in or to the clerk craft unless first consulting with the South Jersey Area Local to determine any possible detriment to that unit.
- 17. Temporary light duty assignments will be in the following categories or work areas:
 - a. Any assignment which conforms to the limitations set forth by the employee's attending physician.
 - b. Project work.
- 18. Re-assignments for sections within the installation shall be by seniority within that installation.
- 19. Assignment of employee parking places will be determined, if the need should ever arise, after consultation with the South Jersey Area Local.
- 20.
 - a. Annual leave to attend union activities requested prior to the choice vacation selection schedule shall not be considered as one of the total selections permitted the employee, however any period requested and approved, shall be excluded from the prime time leave period, and no other employee shall be granted annual leave during those weeks requested and approved, even though their request is

one of prime time leave selections. Reference to item 5 of this agreement.

- b. Labor - Management meetings shall be conducted once a quarter on a mutually agreed date, except during the months of July, August and December.
 - 1. Said meetings may be postponed by mutual agreement.
 - c. The union will submit an agenda, one (1) week before any scheduled Labor-Management meeting.
 - 1. Time permitting, and if mutually agreed to at the time, items not on agenda, can be submitted and discussed during the time of the meeting.
 - d. Local office policy emanating from Labor Management meetings, shall be written and posted.
 - e. The above, along with five pages, constitute the entire Local Memorandum of Understanding between the South Jersey Area Local, representing their respective craft members and craft employees of the Vincentown Post Office and the U.S. Postal Service, Vincentown, New Jersey 08088.
21. Seniority lists on a quarterly basis, and job postings as they occur are to be sent to the Union Office; South Jersey Area Local, APWU, 900 Route 168, Suite D-3, Blackwood, N.J. 08012.
22. Seniority re-assignment posting. Any full time regular assignment Whose starting time has been changed by more than one (1) hour from the original bid starting time shall cause that assignment to be posted.

This Memorandum of Understanding is entered into at the Vincentown 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 1990 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment, subject to those items which have been submitted to the impasse resolution procedures.

For the SJAL, APWU

USPS

(date)

(date)

