

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, WEST BERLIN, NJ

AND

SOUTH JERSEY AREA LOCAL, APWU

Union Recognition

1. In accordance with the provisions of Article I National Agreement, the employer recognizes the APWU as the designated exclusive bargaining representative for all employees in the Clerk Craft bargaining Unions for which each has been certified and recognized at the National Level.
2. All Articles of this agreement shall encompass the APWU crafts party to this agreement.

ARTICLES:

1. Wash-up - Management shall grant a reasonable wash-up time before lunch and at the end of tour consistent with working conditions.
2. The basic work week for full-time regulars will be five days with fixed days off.
3. Emergency curtailment of operation. It is recognized by both parties that on occasion, 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 operations, take into consideration such factors as:
 - a. The degree of emergency as stated by and acted upon by responsible governmental authorities:

- b. The requirements and reactions of its customers to the emergency;
- c. The accessibility of postal operations and its customers to the employer and employee; and
- d. The safety and health of its employees and its obligation to its customers.

Prior to taking action to curtail the operations, the employer will notify the union of its decision and plan of implementation.

4. Local leave program to include: Each employee will submit form 3971 no later than Friday, the last full week of April. This will be for the choice vacation selection and it will be returned to them no later than the end of the first week in May. Once selected, vacation period will not be cancelled by the employee. There will be no changes in vacation schedules unless agreed to by both union and management.

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

The reasons for disapproval of form 3971 shall be explicitly stated.

Management shall give every consideration of granting annual leave to employees for religious and memorial Holidays, if possible upon presentation of 3971 on a first come, first serve basis.

The objective to be pursued is to grant annual leave wherever practical as desired by the employee at his/her request throughout the year.

- 5. The duration of the choice vacation period will be from the last full week of May to the first full week of September and the week between Christmas and New Years.
- 6. The beginning day of the employee's vacation will be Monday.
- 7. Employees at their option may select up to 15 continuous days leave or split in periods of 5 and 10 days. If a split is selected, the employee may not make their second selection until all other employees have had an opportunity for their initial selection.
- 8. Jury duty and/or attendance to National and State Conventions shall not be charged to choice vacation period.

9. The number of employees to be off during the choice vacation period each week shall be one (1).
10. In addition to posting the choice vacation schedule, each employee will receive a copy of the 3971 they submitted approving said vacation.
11. There will be a posting notifying the employees of the duration of the present leave year.
12. Annual leave other than the choice vacation period will be granted to an employee on a first come, first served basis based upon seniority and needs of service. Seniority will apply if submission dates are same. The 3971's submitted at least 5 days in advance will be returned within 72 hours.

13. Holiday Scheduling

Management will determine the number and categories of employees needed for holiday work. A schedule shall be posted the Wednesday preceding the service week in which the Holiday falls. The order for scheduling as follows, employees will be listed by name.

1. Casuals - even if overtime is involved.
2. Part-time employees - even if overtime is involved.
3. Full-time regular volunteer - on their designated holiday or holiday by seniority.
4. Full-time regular volunteers on their non-scheduled work day by seniority.
5. Non-volunteer full-time regulars on the holiday by seniority in rotating order.
6. To the maximum extent possible, no employee will be compelled to work on his cut-off day due to holiday scheduling.

14. The overtime desired list as per Article 8, shall be by section and tour. This whole office considered one section.

15., 16. & 17. Light duty assignments will be addressed following written requests made by the employee, and duties will be contingent upon physical

limitations and physician recommendations which management will make every effort to accomodate same, on a temporary case by case basis.

18. Re-assignments consistent with National Agreement in accordance with Article 12, Section 5-C4.

19. Parking - improved employee parking, more spaces will be investigated through MSC Maintenance.

20. Annual leave requested prior to the choice vacation selection schedule, for Union activities, conventions, etc., will not be a part of the choice vacation plan.

21. Craft items - those other items subject to local negotiations within the craft such as a significant change in assignments, i.e., days off and duties.

22. Seniority re-assignment posting. Any full time regular assignments whose starting time is changed more than one hour from the original posting will require that assignment to be posted. Re-assignments consistent with National Agreement.

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

For the SJAL, APWU

USPS

(date)

(date)

