

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, WILLINGBORO, NJ, 08046

AND

SOUTH JERSEY AREA LOCAL, APWU

This Memorandum of Agreement constitutes agreement between South Jersey Area Local of the American Postal Workers Union, AFL-CIO, and Management of the United States Postal Service at Willingboro, New Jersey. This agreement is entered into pursuant to the terms of Article XXX of the 1990-1994 Agreement between the United States Postal Service and the American Postal Workers Union, AFL-CIO.

Article I - Leave

Section 1. Prime Time Vacation

a. The prime time period will consist of the week before and after Easter, the first full week in May until the last full week in September, Thanksgiving week, December 26 - December 31 and January 2 to January 8.

b. Fifteen percent (15%) of the employees covered by this agreement will be granted leave during the prime time period, except for December 26 thru December 31.

c. Twenty percent (20%) of the employees covered by this agreement will be granted leave during the prime time period of December 26 thru December 31.

d. First selection posting to begin on first Monday in February and end thirteen days later on Saturday.

e. All selections to be awarded by seniority must be in full consecutive weeks. First selection to be awarded by seniority.

f. Second selection posting to begin the Wednesday following the close of the first selection period, and end seven (7) days later.

g. With finalized cop of approved leave to be given to the Union.

Section 2. State Conventions and other Union functions

Two (2) delegates to the State Conventions will not have this leave charged against their prime time vacation selection nor will this leave be charged against the prime time vacation period.

Section 3. Jury Duty – Military Leave

a. Attendance at Jury Duty or required Military Leave will not be charged against the prime vacation period.

b. If an employee has already selected his/her prime time vacation and then must attend jury and/or military duty this employee shall be given another selection opportunity.

Section 4. Cancellation of Leave

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

b. No prime time leave to be cancelled without approval of the Union and Management.

c. Approved prime time leave that is later cancelled by an employee will be posted on the Union bulletin board and applications requested.

Section 5. Other than Prime Time

a. Application will be submitted on Form 3971 in duplicate to the immediate supervisor. All applications for A/L or LWOP to be submitted on an individual basis.

b. It is mandatory upon management that all forms (3971) be returned to the applicant within forty-eight (48) hours excluding Sundays and Holidays after receipt if it is going to be approved or disapproved. This applies to all forms (3971) personally submitted to an immediate supervisor. Supervisor will sign box notified showing date of receipt. The reason for disapproval of form 3971 shall be explicitly stated.

c. Leave that is disapproved and later becomes available. The first person who was disapproved will have first choice for that leave change.

d. Application for leave may be submitted 60 days in advance of the start of the requested leave.

Article II - Holiday Schedule

Section 2. Scheduling Procedure

a. All casual and part time flexible employees to the maximum extend 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.

e. The intent of the above language provides that seniority will prevail regardless of what days off the employee has.

Article III

Normally an employee should be notified before his/her lunch period when overtime is scheduled but no later than 2 hours before his/her tour.

Article IV

a. When an employee requests light duty, the U.S.P.S. must make every effort toward assigning the employee to light duty consistent with the employee's medically defined work limitation tolerances. Further, assignment to light duty privileges shall be made in accordance with National Agreement Article 2 non-discrimination.

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 or representative, 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. In assigning an injured employee to light duty in or to the clerk craft, the employer shall minimize any adverse or disruptive impact on the injured employee.

c. Assignment to light duty shall be granted to employees because of illness or injury without regard to the sex of the employee.

d. Light duty privileges shall not be available solely because of the sex of an employee when neither illness or injury exist.

Article V - Parking will be permitted on the carrier lot after carriers leave and before their scheduled returning times, unless conditions do not warrant.

Article VI - Posting of Jobs

Section 1 - Jobs are to be posted for seven (7) days.

Section 2 - Jobs are to be awarded within seven (7) days of closing date.

Section 3 - Jobs to be assigned within twenty-one (21) days.

Section 4 - All temporary changes to schedule to be posted on the Tuesday prior to the start of a new service week.

Article VII - Security

The window, safe and accountable mail areas to be posted as a restricted area and not to be entered by unauthorized personnel.

Article VIII - Training

Supervised instruction to be given to all new employees and also to employees assigned new duties, such as window clerk, bulk mailing, meter settings, etc.

Article X - Seniority

a. Seniority lists to be given to the local steward at least once every six (6) months.

b. The clerk seniority list shall include the following:

1. Clerk's name
2. Office seniority date.
3. Job title.
4. F/T or P/T

Article XI – Employment and Work Assignments

- a. All work assignments to be worked as bid.
- b. Employees to be given written job description of their assignments.

Article XII – Safety and Health

- a. The swing room is not to be used as a work area.
- b. A variety of programs to be aired over the radio, with approval of the Postmaster.

This Memorandum of Understanding is entered into at the Willingboro 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 of matters relating to local conditions of employment.

For the SJAL-APWU

USPS

(date)

(date)

