

1998 ~ 2000

**LOCAL MEMORANDUM OF  
UNDERSTANDING**

**BETWEEN UNITED STATES POSTAL  
SERVICE**

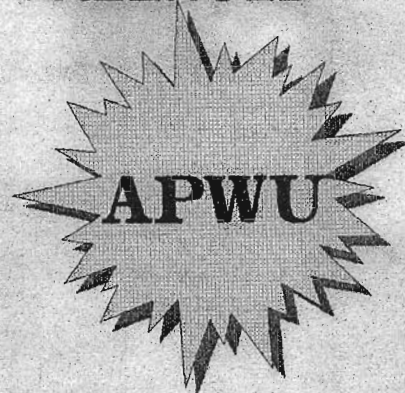
**FREEHOLD, NJ 07728**

**AND**

**AMERICAN POSTAL WORKERS UNION  
AFL - CIO**

**RED BANK LOCAL ~ FREEHOLD**

Joseph Shevlin  
President, APWU  
Red Bank Local



# American Postal Workers Union

## APWU

**F**or your active and loyal membership in the

American Postal Workers Union, AFL-CIO  
Red Bank Local #0986

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*It is our fond hope that your dedicated and conscientious efforts will be rewarded with many years of contentment, happiness and respect. ✕*

*The Executive Board*

Joseph Shevlin, President  
Michael Levine, Vice President  
Jackie Douglas, Secretary/Treasurer  
Michael Ballard, Director Clerk Craft  
Joe Leddy, Director Maintenance Craft  
Nicole Massaro, Director Labor Relations  
John F. Mikovits Jr., Shop-Steward, Freehold  
Robert E. Womack, Alternate Shop-Steward, Freehold

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**In accordance with Article XXX of the National Agreement, the following items shall constitute the Local Memorandum of Understanding in Freehold, NJ 07728:**

Item # 1 Wash-up time.

The policy on wash-up time will be follows;

- (a) one 5 minute wash-up prior to Lunch.
- (b) *one 10 minute wash-up prior to end-of-day.*

Item # 2 The Establishment of a Regular Work Week of Five Days with Either Fixed or Rotating Days off.

- (a) All crafts represented by the APWU will have a fixed work day schedule. The Local President or other Union Official will provide full input into the decision on non-fixed rest days.
- (b) Management shall make every effort to establish by the Wednesday preceding the next service week, the non-scheduled day of each unassigned Regular and PTF employee.

Item # 3 Guidelines for Curtailment, Termination of Postal Operations.

- (a) In the event that the Postmaster has decided to grant Administrative Leave, in accordance with the Employee and Labor Relations Manual, Section 519, the APWU Local President or other Union Official shall be notified of the Postmaster's decision.
- (b) When an employee(s) submits a 3971 requesting Administrative Leave (AD leave) due to conditions caused by "Acts of God" the appropriate management official will make a decision within a reasonable amount of time.

Item # 4 Formulation of Leave Program

- (a) Clerk Craft  
Annual leave during the choice vacation period shall be individually selected on an office wide seniority basis regardless of tour.
- (b) Maintenance Craft  
Annual leave shall be based on office wide maintenance seniority within the following groups:
  - 1. Custodial
  - 2. All other maintenance groups; to be negotiated if and when applicable.
- (c) Any employee who has been granted leave during the choice vacation period for any week(s) in which the maximum quota of employees is scheduled off; and subsequently for any reason wants to relinquish said week(s), shall notify his/her supervisor two weeks

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prior to that week(s) and the vacated leave week(s) shall be posted for a period of five days and awarded to the senior bidder.

(d) After an employee's selection of leave during the choice vacation period has been granted, the employee should be on leave for the entire week(s). However, if an employee wants to use only a portion of the leave they have been granted during the choice vacation period it may be granted.

## Item # 5 The Duration of the Choice Vacation Period.

The choice vacation period shall be from the first Monday in May and continue for Twenty-six (26) consecutive weeks.

## Item # 6 The Beginning Day of an Employee's Choice Vacation Period.

The vacation week shall begin on a Monday and end on a Sunday regardless of the employee's basic work week.

## Item # 7 Selections During the Choice Vacation Period.

All employees will be granted up to three (3) weeks of Annual Leave during the Choice Vacation Period.

*(a) It will be at the employee's option whether to take these 15 days in increments of 15 continuous days; or two selections in units of 5 or 10 days.*

*(b) Requests for additional selections whether it be one day, three days or a week during the choice vacation period will not be unreasonably denied, providing there are available slots, and that the employee submits his/her request no earlier than three (3) months prior. Requests for such leave may only be made after the vacation schedule has been posted (February 1st). This leave shall be granted on a first come, first serve basis, building wide, based on Seniority, based on the date the PS form 3971 was submitted, (must be handed to a clerk supervisor).*

## Item # 8 Whether Jury Duty or Attendance at a State or National Conventions shall be charged to the Choice Vacation Period.

(a) An employee chosen for Jury Duty during the Choice Vacation Period shall not have to forfeit the selection to which the employee would be entitled. Such employee would be afforded another opportunity to make another selection during the choice period. Any cancellation during any such vacation week shall not be filled in excess of the weekly allowable maximum.

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(b) Attendance at a National or State Convention shall not be charged to an employee's Choice Vacation Period selection. A minimum of one (1) delegate and more if possible shall be granted leave in order to attend said convention.

Item # 9 Maximum Number of Employee's Permitted Annual Leave During Choice Vacation Period.

(a) Clerk Craft

The maximum number of Clerks allowed annual leave during any one week during the choice vacation period shall be 12% (rounded off) of the total number of clerk craft employees on the rolls as of October 1st prior to each leave year.

(b) Maintenance Craft

The maximum number of maintenance employees permitted annual leave during the choice vacation period any one week shall be:

(1) Custodial - One (1)

(2) All other Maintenance Craft(s) - If other maintenance crafts are to be affected (i.e. - ET, MPE, etc.), it will be negotiated by labor and management.

Item # 10 Official Notification to Employees of the Vacation Schedule for such Employees.

The choice vacation selection lists shall be passed amongst employees from October 1st through December 31st and the completed vacation schedule will be posted no later than February 1st of the leave year.

Item # 11 Notification of the Beginning of the Leave Year.

No later than October 1st of each leave year, the employer will post on the Bulletin Boards, a notice informing employees of the date that the new leave year shall begin.

Item # 12 Annual Leave Applications for other than the Choice Vacation Period.

***(a) Annual Leave applications outside of the Choice Vacation Period will not be unreasonably denied, providing there are available slots, and that the employee submits his/her request no earlier than three (3) months prior to the date requested, based on Seniority office wide and based on the date PS Form 3971 was submitted, (must be handed to a clerk supervisor).***

(b) All annual leave requests shall be acted upon within 72 hours from the date the PS Form 3971 is submitted.

Item # 13 Methods of Selecting Employees to Work a Holiday.

(a) The following shall be the "pecking order" used in scheduling employees within each category to work a holiday or day designated as their holiday.

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1. Casuals
2. Part-Time Flexibles
3. Full-Time and Part-Time regular employees in order of seniority who have volunteered to work on the holiday, day designated as their holiday, or non-scheduled day.
4. All Full-time and Part-time employees in order of inverse seniority who have not volunteered to work on the holiday, day designated as their holiday, or non-scheduled day.

## Item # 14 Overtime Desired Lists

- (a) Employees will be solicited for overtime by craft.
- (b) There shall be three overtime desired lists, one for opportunities of up to ten (10) hours on a regularly scheduled day, one for opportunities up to twelve (12) hours on a regularly scheduled day, and one for opportunities on one's non-scheduled day. Management shall make every effort to equalize the number of opportunities offered for each quarter. Calling out sick on a day where overtime has been scheduled shall count as an opportunity.
- (c) Occasions where management has provided less than a two (2) hour notice for overtime, or occasions where the employee calls out sick shall not be counted as a refusal.

## Item # 15 Light Duty Assignments. The Number Reserved for Temporary or Permanent Light Duty Assignments.

- (a) Management shall assign whatever number of light duty assignments necessary to allow any or all employees on light duty to be gainfully employed.
- (b) Temporary light duty assignments shall be established on an as needed basis in conformance with the National Agreement.
- (c) The light duties shall be determined on the basis of need with full and prime consideration to the type of injury or disability in consultation with the Union for the craft concerned.
- (d) Should the need for permanent Light Duty assignment arise, the formulation of the assignment will be made by agreement with the local president or his designee.

## Item #16 and #17 Light Duty Assignments should not be to the Detriment of the Regular Work Force Employees and Assignments that are to be considered Light Duty.

- (a) First opportunity for assignment to light duty within the clerk craft shall be granted APWU bargaining unit employees. At no time shall an employee from another bargaining craft be allowed to hold a light duty assignment within the clerk craft at the expense of a member of the APWU bargaining unit.

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- (b) The president or his/her designee shall be notified by the employer when a light duty assignment will cross craft lines.
- (c) Employees, other than clerks, who are given light duty assignments shall not distribute mail requiring scheme knowledge.
- (d) Every effort will be made to modify an employee's present assignment to conform to his/her medical limitations.

Item #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.

(a) Clerk Craft

All tours will comprise separate sections. In addition the tours will be further subdivided as follows:

1. Window Services
2. Manual Distribution

(b) Maintenance

1. to be negotiated when and if necessary.

Item #19 Assignment of Parking

- (a) The employer shall make every effort to supply adequate parking for craft employees at the facility.
- (b) Management will provide the Union with one parking space at the Freehold Post Office.
- (c) Management will designate two (2) handicapped parking spaces in the employees lot at the Freehold Post Office.

Item #21 ***Those other items which are subject to local negotiations as provided in the craft : supplemental agreements:***

***A ten (10) minute break after eight (8) hours, prior to the commencement of overtime.***

Item #22 Local negotiated items from craft supplement and implication of the Agreement relating to Seniority, Reassignment and Posting.

(a) Posting, Clerk Craft

- (1) In addition to Article XII of the 1998 National Agreement, the parties agree to abide by the following for the clerk craft:
- (2) The deletion of any scheme requirements shall not require the reposting of a duty assignment.

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- (3) The addition of a scheme requirement to any duty assignment shall require the reposting of the duty assignment.
  - (4) No assignment will be posted for bid because of a change in starting time unless the change exceeds one (1) hour from the present starting time. Aggregate time changes in a position, which change the starting time more than one (1) hour during the life of the contract, shall be reposted, the incumbent shall not have the option of accepting the new reporting time if it exceeds one (1) hour aggregate.
  - (5) No assignment shall be posted for bid unless there is a change of more than forty (40) percent of the principal duty assignment.
  - (6) Any change in the location of a bid assignment shall require the position to be posted.
- (b) Posting of Vacancies:
- (1) Vacancies shall be posted for ten (10) days.
  - (2) To prevent overlapping bids, no vacancies shall be posted before the awards of the previous bids have been posted.
  - (3) Awards shall be posted ten (10) days following the closing date for bids.
- (c) Eligibility of Other than the Senior Bidder, Clerk Craft:
- (1) During the deferment period, the senior bidder who is qualified normally shall be detailed to the position?
- (d) Posting Maintenance Craft:
- (1) If an assignment is changed by one (1) or more hours, the affected assignment(s) shall be reposted by notice of intent.
  - (2) No assignments shall be posted for bid unless there is a change of more than forty percent (40%) of the duties or principle assignment areas.
- (e) Seniority
- (1) Management shall post the current seniority roster on bulletin boards, twice per year. The union will be provided a copy of the seniority roster.
- (f) Leave for Blood Donations
- (1) Employees will be granted blood donation leave for absences as per Employee and Labor Relations Manual 519.25.
- (g) Labor/Management Committee
- (1) It is agreed that there will be scheduled semi-annual Labor/Management meetings. Such meetings will be held on a mutually agreed upon day in the months of March, and September. Said meetings are subject to change upon agreement by both parties.
  - (2) Special meetings may be called by either party upon request of at least twenty-four (24) hours in advance in emergencies.

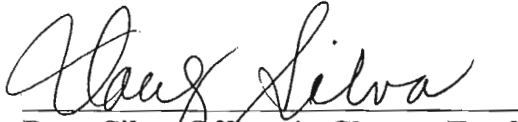
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## Memorandum of Understanding

This Memorandum of Understanding, entered into on this date, at Freehold, NJ 07728, between the representative of the United States Postal Service and the designated agent of the American Postal Workers Union, AFL-CIO signatory to the National Agreement, pursuant to the Local Implementation Provision of the 1994 National Agreement; shall continue in full force and effect from its effective date through until such time as a subsequent National Agreement sets time table for renewing said agreement. Effective Date: *March 8, 1999.*

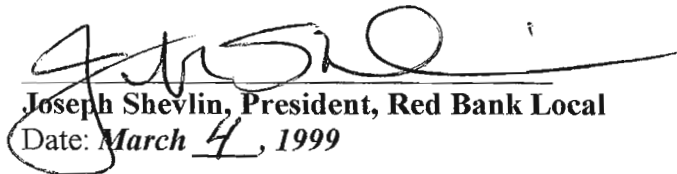
For the United States Postal Service:



**Doug Silva, Officer in Charge, Freehold, NJ 07728**

Date: *March 8, 1999*

For the American Postal Workers Union, AFL-CIO:



**Joseph Shevlin, President, Red Bank Local**

Date: *March 4, 1999*