

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, BARRINGTON, NJ 08007

AND

SOUTH JERSEY AREA LOCAL, APWU

1. Additional or longer wash-up periods.

Management shall grant reasonable wash-up time before lunch and at the end of the tour consistent with dirty or toxic working conditions.

2. The establishment of a regular work week of five days with either fixed or rotating days off.

Fixed schedule will continue.

3. Emergency curtailment of operations.

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 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 requirements and reactions of its customers to the emergency:

c. The accessibility of Postal operations and its customers to the employer and employees; 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. Formulation of the local leave program.

A. Prime time vacation calendar will be posted by February 15 and submitted to management no later than March 15.

B. While it is expected that choice vacation period leave will be taken as approved, the parties recognize that circumstances may cause an employee to request a change in choice vacation leave. In such cases, an employee may change their leave with the approval of both local union and management. Vacation weeks in July and August along with holiday weeks will only be able to be given back in their entirety under mitigating circumstances.

C. Choice vacation period selections vacated because of transfer or separation will be available by seniority, starting with the employee immediately junior to the person vacating the leave.

5. The duration of the choice vacation period.

From first Monday in May through the first full week in September, plus the week after Easter, Thanksgiving week and Christmas week (December 26 thru 31).

6. The beginning day of an employee's choice vacation.

The beginning of an employee's choice vacation will be Monday, except Christmas week, which will begin on December 26.

7. Whether employees at their option may request two selections during the choice vacation period, in units of five or ten days.

Employees at their option may select up to fifteen continuous days leave, or split into periods of five and/or ten 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. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

Jury duty and attendance at National or State Conventions should not be charged to the choice vacation period.

9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

The maximum amount of employees who shall receive leave each week during the choice vacation period shall be 15%. Fractions .10 will be rounded to the next whole number. (Example 1.10 equals 2).

10. The issuance of official notices to each employee of the vacation schedule approved for them.

Duplicates of forms 3971 submitted by employees will be returned no later than March 30, and the vacation schedule will be posted by April 15.

11. Determination of the date and means of notifying employees of the beginning of the new leave year.

A notice will be placed on the bulletin board by November 1.

12. The procedures for submission of applications for annual leave other than choice vacation periods.

Annual leave other than choice vacation period will be granted on a first-come-first-served basis, based on seniority and needs of service. 3971's may not be submitted no more than six months in advance. Seniority will apply if submission dates are the same. Any forms 3971 submitted at least five working days in advance of requested leave will be returned in 72 hours if going to be disapproved. All 3971's will be submitted in triplicate with copy given to employee to show date notified.

13. The method of selecting employees to work on a holiday.

- A. Casuals, even if overtime is needed.
- B. Part-time flexes, even if overtime is needed.
- C. Volunteers on their holiday or non-scheduled day by seniority.
- D. Non-volunteers on their non-scheduled day or holiday by inverse seniority order.

14. Whether overtime desired lists in Article 8 shall be by section and tour.

Covered in the National Agreement.

15, 16, and 17. The number, method and identification of light duty assignments within each craft or group to be reserved for temporary or light duty assignments.

Every effort will be made to insure that light-duty assignments will not be to the detriment of the craft. The local union will be notified of all light-duty assignments. Every effort will be made to assign light duty work within the employees restrictions.

18. The identification of assignments comprising a section, when it is proposed to reassign within an installation, employees excess to the needs of the section.

Reassignments for sections within the installation shall be by seniority within the installation.

19. The assignment of parking spaces.

If available, designated spots for union representatives. Improving parking facilities such as security, space, lighting, etc. and any other recommendations should be submitted to local management for consideration.

20. The determination as to whether union annual leave to attend union activities requested prior to determination of choice vacation period is to be part of the total choice plan.

This shall not be charged to choice vacation period.

21., 22. Reassignment and posting.

Any full-time regular assignment of which the starting time is changed more than one hour from the original posting will be reposted.

The local union will be notified of all postings, and will be provided with an updated seniority list.

This Memorandum of Understanding is entered into at the Barrington 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 1998 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)