

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, CLAYTON, N.J. 08312

AND

SOUTH JERSEY AREA LOCAL, APWU

1. Wash-up. Management shall grant a reasonable wash-up time before lunch and at the end of tour consistent with working conditions.
2. Non-scheduled days for Full-time employees will be on a fixed basis as per past practice.
3. 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 operation, 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 operation, the employer will notify the Union's designee of its decision and plan of implementation.
4. For the choice vacation period, employees will submit forms 3971 in duplicate by April 15. The duplicates will be returned to them, and the approved vacation list posted, by May 1.

After the choice vacation schedule has been posted, employees may submit forms 3971 for open choice period slots of five or ten days. These will be submitted between May 17 and May 25, and be returned by May 31. Seniority will prevail if duplicate applications are received. Incidental leave requests (less than 5 days) for open choice period slots will be approved after May 31, on a first-come-first-served basis. Seniority will prevail if submission dates are the same. The number of persons on annual leave during the choice vacation period will not exceed the number allowable in item #9, unless agreed to by management.

Although it is expected that employees will use their choice period selections as approved, the parties recognize that circumstances may cause an employee to request a change in choice vacation leave. Such changes are subject to mutual agreement of management and the local union representative.

At such time as the clerical complement is eight, the minimum number of employees to be off on annual leave during the non-choice period will be one (1).

5. The duration of the choice vacation period will be from the first full week in June to the last full week in September.
6. The beginning day of the employee's vacation will be on Monday.
7. Employees earning 20 or 26 days annual leave may, at their option, select up to 15 working days (three consecutive weeks) for a single selection or make two selections in periods of 5 and/or 10 days. Employees earning 13 days annual leave may at their option select up to 10 working days (Two consecutive weeks) for a single selection or make two selections of five days (one week each). 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 State or National Conventions shall not be charged to the choice vacation period. Every effort shall be made to allow members of the South Jersey Area Local, leave to attend Local Union meetings and assemblies.
9. The number of employees to be off during the choice vacation period each week will be one.
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. Applications for annual leave other than the choice vacation period must be submitted in duplicate at least five (5) days prior to start of leave. Approved or disapproved copy of form 3971 shall be returned to the employee no later than two (2) working days after receipt of the request from the employee.

13. Employees will be scheduled to work on a holiday as follows:

- a. All casual and part-time flexible employees to the maximum extent possible, even if the payment of overtime is necessary.
- b. All full-time regulars who volunteer to work on their holiday, ranked and selected in seniority order.
- c. All full-time regular employees who volunteer to work on their non-scheduled days, ranked and selected in seniority order.
- d. All full-time regulars who did not volunteer to work, combined in a single list and selected by juniority.

14. The overtime desired list per Article 8 shall be by section and tour.

15., 16. & 17. The number of light duty assignments will be determined by the written requests made by the employee to local management. Assignments and duties to be contingent upon physical limitations and physician recommendations of which management will make every effort to accommodate same.

Local union officials will be notified of light duty assignments. Every effort will be made to insure that light duty assignments will not be to the detriment of the craft

19. Parking. If available, designated spots for union representatives. Other recommendations should be submitted to local management for consideration.

20. Employees who request time off to attend District, State and National Conventions prior to April 1st of each year, shall not have such leave charged to the choice vacation period.

21. Any assignment for which the starting time has been changed by more than one hour from the original bid starting time shall cause that assignment to be posted, unless the new hours are acceptable to the incumbent of more than one year.

22. Notice of vacancies involving APWU assignments shall be posted for a period of ten (10) days.

The local union will be notified of all postings, and will be supplied with an up-dated seniority list.

This Memorandum of Understanding is entered into at the U.S. Post Office, Clayton, New Jersey, and constitutes total agreement between the Local Management of the United States Postal Service and the designated Agent of the South Jersey Area Local, American Postal Workers Union, AFL-CIO, pursuant to Article 30 of the 1998 National Agreement.

For the SJAL, APWU

USPS

(date)

(date)