

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, DEEPWATER NJ, 08023

AND

SOUTH JERSEY AREA LOCAL, APWU

This memorandum of understanding was entered upon between representatives of the United States Postal Service, Deepwater, New Jersey 08023, and the designated agent of the American Postal Workers Union Postal Clerks.

1. Wash-up. Management shall grant a reasonable wash-up period before lunch and at 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 Operations. It is recognized by both parties that on occasions, 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 safety and health of its employees, and
 - c. The accessibility of Postal Operations and its customers to the employer and employees.

Prior to taking action to curtail the operations, the employer will notify the union designee of plan of implementation. Management will notify the affected employees by use of the telephone as soon as possible.

4. Local leave program to include: Each employee will submit Form 3971 no later than April 30th for the choice vacation period which will be honored according to seniority. During the non-choice period, the minimum number of employees to be off is one (1).

5. The choice vacation period will begin the first full week in June for a continuous period until the end of the last full week in August.

Thanksgiving week and the week between Christmas and New Years will also be considered choice vacation periods.

6. The choice vacation period will begin on Monday, excluding the week between Christmas and New Years, which will begin on December 26th.

7. Employees will have two (2) selections during choice vacation period. Second selection will be made after all employees have had the opportunity for an initial selection.

8. The necessity of taking military training or performing Jury Duty by an employee will not pre-empt said employee from additionally choosing a vacation period.

Management shall allow one (1) delegate time off to attend district, state and national assemblies and shall not charge this to choice vacation time.

Employees in the above categories will be allowed another choice in choice vacation period.

9. It is agreed that not more than one (1) of the clerk craft employees will be permitted off per week during choice vacation period.

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 new leave year.

12. Annual leave other than choice vacation period will be granted to employees on a first come first served basis. Seniority will only apply if submission dates are the same. It is mandatory that management return all 3971 forms to the applicant within forty-eight (48) hours after receipt. This applies to all 3971's submitted to management at least three (3) days in advance in duplicate. Any reason for disapproval of form 3971 must be explicitly stated.

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

a. All casual and part-time flexible employees to the maximum extent 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 order.

14. The overtime desired list as 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.

Before any decision is made there shall be consultation with the local APWU representative.

18. Re-assignments for sections within the installation shall be by seniority within that installation.

20. Annual leave requested prior to the choice vacation selection schedule shall not be a part of the choice vacation plan.

22. Any assignment for which the starting time or duration has been changed by more than one (1) hour from the original bid starting time shall cause that assignment to be posted.

Any additions or changes in duty assignments shall cause an assignment to be reposted unless the incumbent has been in the assignment for one (1) year or more and such change is agreeable to him/her.

Notices 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 Deepwater 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 1998 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.

For the SJAL, APWU

USPS

(date)

(date)

