

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, BEVERLY, N.J. 08010

AND

SOUTH JERSEY AREA LOCAL, APWU

The parties mutually agree, in accordance with the provisions of Article XXX of the National Agreement, that the following provisions of the Memorandum of Understanding shall remain in force and effect during the term of this agreement.

1. Wash-up- Management recognizes that on occasion, an employee might be exposed to dirty conditions and/or toxic materials to the extent to warrant wash-up time. On such occasion, the employee may request wash-up time and management will be reasonable when considering such requests. Management also recognizes responsibility to consistently evaluate all positions in order to determine whether an employee assigned to any position is on a consistent basis exposed to dirty and/or toxic material to the extent to justify regularly-scheduled wash-up time. In such cases, management will be reasonable in granting such regularly-scheduled wash-up time.
2. All regular full time clerks will be on a fixed schedule.
3. Curtailment or Termination Guidelines - 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 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 operation, the employer will notify the Union's designee of its plan of implementation. Management will notify the affected employee by use of the news media (e.g. TV, radio (KYW, etc.).

- 4. a. A roster provided by management listing each employee by seniority will be turned over to the Union during the first week of March. The completed roster & PS Forms 3971 for choice period selections shall be returned to management no later than March 20th.
 - b. The completed roster shall be posted within ten days after submission.
- 5. Choice vacation - The choice vacation period will be for 24 weeks, commencing on the second Monday in May and ending on the first Sunday in October, PLUS the week before and the week after Easter, and the Thanksgiving week and the week after Christmas (Dec. 26th - Dec. 31st).
- 6. The vacation week shall commence on Monday and end on Sunday.
- 7. Either one or two choices may be granted during the choice period. Employees earning 13 days may be granted one choice of 10 days or two choices of five days. Employees earning 20 or 26 days may be granted one choice of 15 days or two choices of 5 & 10 days.
- 8. The 24 weeks shall not include Military leave, Jury Duty, and attendance at National or State Conventions.
- 9. Thirteen percent of the clerks may be scheduled off each week during the choice vacation period. (2.1 will be rounded up to 3).
- 12. Leave outside choice vacation period
 - a. Annual leave may be requested and planned for periods outside the choice vacation period. Management shall make commitments for granting such leave as far in advance as possible, consistent with operational requirements.

b. Concerning leave, other than prime time, it is agreed that leave requests may be accepted in advance of time requested. A decision will be rendered by at least 15 calendar days prior to the time requested. Seniority will prevail down to four weeks, except during December, when it can only be taken on a day to day basis.

c. Management will meet with the Clerk Craft the first part of January each year and work out a leave schedule for the year, in accordance with Article X, Section 4, of the National Agreement.

13. Holiday Scheduling

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 and 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.

14., 15. & 16. Light Duty

a. It is understood that due to the nature of clerk work that the number of light duty assignments shall depend upon adjustments of the normal assignments, adjustment of part time assignments consistent with the needs of the service and not adversely affecting the regular work force.

b. Such assignments shall consist of:

1. Distribution of mail

2. Dispatching

3. Other assignments within the Clerk Craft in accordance with Article XIII of the National Agreement.

20. An employee who is called for military or jury duty, who attends a National, State, or Regional Convention (Assembly) during his choice vacation period is eligible to take another available period provided this does not deprive any other employee of his first choice for scheduled vacation.

22. Clerk Seniority List

a. The clerk seniority list shall include the following: Clerk's name, office seniority date, job title, full-time regular, or part-time flexible.

b. Clerk seniority list to be mailed at least once a year, or when changes take place, to the South Jersey Area Local, 900 Route 168, Suite D-3, Blackwood, N.J. 08012.

c. A copy of the job postings is to be sent to the Union.

This Memorandum of Understanding is entered into at the Beverly 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)