

2007 LOCAL MEMORANDUM OF UNDERSTANDING

between

**THE UNITED STATES POSTAL SERVICE
SOUTH JERSEY PROCESSING & DISTRIBUTION CENTER
SOUTH JERSEY DISTRICT OFFICE**

and

**AMERICAN POSTAL WORKER'S UNION, AFL-CIO
SOUTH JERSEY AREA LOCAL**

Table of Contents

GENERAL

UNION RECOGNITION.....	3
HOURS OF WORK (OVERTIME).....	3
LEAVE.....	3
SECTION 1: VACATION.....	
SECTION II: LEAVE.....	
PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS.....	4
ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES.....	5
DISCIPLINE PROCEDURE.....	6
REPRESENTATION.....	6
PARKING.....	6
LOCAL IMPLEMENTATION.....	7

CLERK CRAFT SUPPLEMENT.....	7
HOURS OF WORK.....	7
SECTIONS BY TOUR.....	8
LEAVE.....	9
SECTIONS BY TOUR.....	9
HOLIDAYS.....	11
PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS.....	11
SECTIONS BY TOUR.....	11
ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES.....	13

MAINTENANCE CRAFT SUPPLEMENT

HOURS OF WORK.....	13
LEAVE.....	14
HOLIDAYS.....	15
PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS.....	16
ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES.....	16
MAINTENANCE CRAFT.....	16

MOTOR VEHICLE CRAFT SUPPLEMENT17

HOURS OF WORK.....	17
LEAVE.....	18
HOLIDAYS.....	19
PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS.....	20
ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES.....	20
PARKING.....	21
MOTOR VEHICLE CRAFT.....	21

ARTICLE 1

UNION RECOGNITION

In accordance with the provisions of Article I of the National Agreement, the employer recognizes the APWU as the designated exclusive bargaining representative for all employees in the Clerk, Motor Vehicle, and Maintenance Craft Bargaining Unions for which each has been certified and recognized at the National level.

ARTICLE 8

HOURS OF WORK (OVERTIME)

1. Management will adhere to and keep in mind the principle of “fair share” in accordance with Article 8, C.I.A., of the National Agreement.
2. Notice of overtime shall be given at least one (1) hour before the employee’s end of tour.
3. Annual Leave may be granted in sections working overtime.

ARTICLE 10

LEAVE

SECTION 1; VACATION

1. Jury Duty or attendance at National or State Convention shall not be charged to the choice vacation period.
2. The necessity of taking military training or performing jury duty by an employee will not pre-empt him from additionally choosing a vacation period, if available, to which he/she would be entitled on the basis of his/her seniority.
3. Except when a valid reason is given, acceptable by both Management and the Union, employees party to this agreement must exercise fully their chosen vacation period.

SECTION II: LEAVE

1. The employer shall, no later than November 1st, publicize on Bulletin Boards, and by other appropriate means, the beginning date of the new leave year, which shall begin with the first day of the first pay period of the calendar year.
2. Every effort shall be made to allow members of the South Jersey **Area** Local APWU to attend local union meetings.

3. It will be the policy of this office to offer full-time employees the choice of annual leave before releasing part-time flexible employees when the volume of mail warrants reduction of any crew. It is understood that this practice cannot result in overtime payment to the part-time flexible employee or the delay of mail movement. This paragraph will apply when it becomes apparent part-time flexible employees are not being employed forty (40) hours per week.
4. Every possible consideration for appropriate leave shall be given to employees in situations of personal emergency.
5. It is mandatory upon Management that all PS Forms 3971 (Request For, Or Notification Of Absence) be returned to the applicant by the end of the employee's tour on their next scheduled work day or within forty-eight (48) hours after receipt, whichever is less, if it is going to be disapproved. This applies to all PS Forms 3971 personally submitted to the immediate supervisor at least four (4) days in advance in duplicate.
6. The reasons for disapproval of all PS Forms 3971 for annual leave personally submitted to Management must be explicitly stated. "Needs of the Service", "Services Required", etc., shall not be an acceptable explanation.
7. When an employee's request for annual leave is denied, Management will keep a record of such requests to include employee's name, date applied for and submission date. Subsequently, if annual leave may be granted over and above that originally planned. Management will offer and grant such annual leave based on date of original submission. Seniority will apply if submission date is the same.
8. The objective to be pursued is to grant annual leave wherever practicable, as desired by the employee at this request throughout the year.

ARTICLE 12

PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

1. The installation Head shall furnish an updated Seniority List to the Union on a quarterly basis. The Seniority List will be by Craft and Pay Location and it shall include all employees in that craft and identify those that hold "best qualified positions".
2. Tours will be defined in accordance with PSDS Handbook 132.221 as follows:

Tour I	--	Starting Time after 8:00 PM
Tour II	--	Starting Time after 4:00 AM
Tour III	--	Starting Time after 12:00 Noon

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES

1. Light duty is duty which can be performed by ill or injured employees within their restrictions without creating a hazard to themselves or to other employees. Such assignment could include duties involving desk work, sitting on a flat rest bar, no prolonged walking, standing or heavy lifting, minimum use of stairs, or other typical features of a position.
2. Organization Assistance to Employees - The organization party to this contract agrees to establish a committee to assist employees to determine their need and to prepare their written request for light duty assignment off-the-clock.
3. When an employee becomes eligible for limited duty, there shall be consultation with the APWU and Human Resources. If possible, the consultation will be held before any decision is made: if not, it will be held as soon as possible after the decision is made.
4. The Manager, Distribution Operations shall not assign specified days off until he/she has consulted with the APWU Craft President/Chief Steward.
5. Every request from employee(s) will be given full and equitable consideration and light duty assignments shall be made to the maximum extent possible.
6. The employee must present documentary evidence every thirty (30) days.
7. Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group, even if such assignment reduces the number of hours of work for the supplemental workforce. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.
8. In the event a light duty assignment area is established, Management will confer with the Union on the formulation of the area.
9. In the event an employee becomes ill due to extremes of heat or cold caused by the faulty heating and air conditioning system in the facility, that employee shall be permitted to leave the job assignment to seek medical assistance provided by the Postal Service. If the medical authorities determine that the employee is too ill to continue working, the employee shall be granted the appropriate leave.

ARTICLE 16

DISCIPLINE PROCEDURE

1. Customer Complaints -- No disciplinary action to be taken against an employee on unsubstantiated complaints.

ARTICLE 17

REPRESENTATION

1. If business conditions prohibit immediate action to a problem by a steward, it should be the responsibility of the supervisor who denied permission to notify the steward when "business conditions" permit leaving his work.
2. There will be Joint Labor/Management Committee Meeting once a month. The meeting will be held on the 3rd Thursday of each month, except July, August and December, unless mutually agreed to be scheduled on another date.
3. Organization will submit Agenda one (1) week before scheduled meeting.
4. A copy of the minutes will be supplied to APWU.

ARTICLE 20

PARKING

1. The employer will designate parking spaces for the following:
 - a. Handicapped Employees
 - b. Medical and Emergency Vehicles
 - c. Five (5) APWU spaces
 - d. Bicycle Rack

ARTICLE 30

LOCAL IMPLEMENTATION

1. 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 reasonable governmental authorities.
 - b) The safety and health of its employees.
 - c) The accessibility of Postal Operations and its customers to the employer and Employees.
2. Management will notify the Union President as soon as practical in the event a decision is made to curtail postal operations.
3. Management will notify affected employees not currently on the worksite by use of the local news media, (e.g., TV, Radio (KYW),etc.) in the event a decision is made to curtail postal operations.

CLERK CRAFT SUPPLEMENT

ARTICLE 8

HOURS OF WORK

1. The regular work week of five (5) days shall have fixed days off. All job assignments will have two (2) consecutive drop days where practicable.
2. Four (4) Overtime Desired Lists will be established by section by tour. The Overtime Desired Lists shall be as follows:
 - a) OTDL before Tour
 - b) OTDL after Tour
 - c) OTDL Non-Scheduled Days
 - d) OTDL in excess of ten (10) hours

An employee may select Lists a, b or c in any combination, however, when an employee selects List d, it shall apply to Lists a, b and c.

3. When during the Quarter, the need for overtime arises, employees with the necessary skills, having listed their names, will be selected in order of their seniority on a rotating basis. Those absent, or on leave, shall be passed over.

SECTIONS BY TOUR

1. Manual Section: all letters, flats, pouches, Priority, Express Mail, Nixie area, Registry, expeditors, and platform work.
2. MPFSM Primary Section (Keying)
3. SPBS Section (Keying)
4. Automation - All Mail Processors (***) Union reserves the right to impasse this section***)
5. Time Keeping (TACS)
6. BMEU - all clerks
7. CFS - all clerks
8. Window Service - all clerks
9. Administrative clerks in 501 building and in the P&DC are identified as being in separate sections according to the particular work area to which they are assigned.

For the purpose of working outside of their section, employees will be selected by seniority in a rotating order prior to forcing an employee in any section to work mandatory overtime.

4. 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 occasions, the employees may request wash-up time and Management will be reasonable when considering such requests.

Management also recognizes a 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 times.

ARTICLE 10

LEAVE

1. The choice vacation period will consist of twenty-nine (29) weeks. The 29 weeks will consist of Easter Week (Good Friday) and the following week (Easter Sunday); the months of May, June, July, August and September; the first three (3) weeks of October; Thanksgiving Week (the week in which Thanksgiving falls); and, December 26th thru December 31st.
2. The Clerk Craft will be permitted the following percentage of annual leave during the choice and non-choice vacation periods, by section, by tour:
 - a. The month of January - 8%
 - b. The month of February - 7%
 - c. The month of March - 7%
 - d. The month of April - 7%
 - e. Easter Week (Good Friday) and the following week (Easter Sunday) – 10%
 - f. Month of May - 10%
 - g. Month of June - 13%
 - h. Month of July - 13%
 - i. Month of August - 13%
 - j. First week of September - 13%
 - k. Last 3 weeks of September - 10%
 - l. First 3 weeks of October - 10%
 - m. The last week of October - 8%
 - n. The month of November (before Thanksgiving) - 7%
 - o. Thanksgiving Week - 7%
 - p. December 26th thru 31st - 10%
 - q. December 26th thru January 2nd (Tour 1 only) - 10%

SECTIONS BY TOUR

1. Manual Section: all letters, flats, pouches, Priority, Express Mail, Nixie area, Registry, expeditors, and platform work.
2. MPFSM Primary Section (Keying)
3. SPBS Section (Keying)
4. Automation - All Mail Processors ****(Union reserves right to impasse #4)*****
5. Time Keeping (TACS)
6. BMEU - all clerks
7. CFS - all clerks
8. Window Service - all clerks
9. Administrative clerks in 501 building and in the P&DC are identified as being in separate sections according to the particular work area to which they are assigned.

If percentage is not a whole number, Management will go to the next rounded number

3. A. Employee Earning 20 to 26 days Annual Leave:
 1. A single selection up to 15 working days (3 consecutive weeks): or.
 2. Two selections: (a) 1 of 5 working days (1 week) and 1 of 10 working days (2 consecutive weeks); or (b) 2 selections of 5 days (1 week each)
 - B. Employee Earning 13 Days Annual Leave:
 1. A single selection of up to 10 working days (2 consecutive weeks); or,
 2. Two selections of 5 days (1 week each).
 4. Employees will submit a Form 1547, in duplicate, by February 20th, and these will be honored on the basis of seniority on each tour and section.
 5. Management will notify all employees of their vacation by posting of vacation lists on Bulletin Boards of the employees' respective tours by March 10th. In addition, duplicate copies of Form 1547 will be returned to the employees by March 10th.
 6. The beginning of an employee's vacation will start on one of the following (at the employee's option).
 - a. First day following the employee's drop days, if consecutive.
 - b. First day following first day off, if other than consecutive; and.
 - c. Beginning of basic work week (Saturday).
- Part-Time Flexibles will start vacation period on Monday and will return to work the following Monday.
7. After approved vacation list has been posted, a PS Form 3971 may be submitted for open vacation slots of five (5) or ten (10) working days. Applications for open vacation slots will be accepted from March 17th to March 25th. These will be honored by seniority on a day-by-day basis within this week. Seniority will prevail if duplicate applications are submitted. Management will notify employees of approval or disapproval by posting by March 30th, as long as the total does not exceed the maximum allowable time. (Dates for the above may vary after mutually agreed by both management and the Union).
 8. All requests for annual leave on PS Form 3971 shall be submitted no sooner than three (3) months in advance of date(s) requested.

ARTICLE 11

HOLIDAYS

1. The following sequence will be followed when scheduling employees to work on a holiday provided that such scheduling produces a workforce which meets the operating skill requirements of the holiday or designated holiday.
 - 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; and,
 - 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.

ARTICLE 12

PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

1. Pursuant to the objective of Article 12 of the National Agreement, sections will be established according to the principal work involved. These sections will be the basis for scheme assignments, duty assignments, excess and retreat rights within an installation.. As a minimum requirement, sections will be established according to the following Sections by Tour:

SECTIONS BY TOUR

1. Manual Section: all letters, flats, pouches, Priority, Express Mail, Nixie area, Registry, expeditors, and platform work.
2. MPFSM 1000 (Flat Sorter Operators PS5)
3. AFSM 100 Section – Flat Sorter Operations – (Mail Processors PS4)
4. SPBS Section - all clerks
5. Automation Section- All Mail Processors
6. PSDS - all clerks
7. BMEU - all clerks
8. CFS - all clerks
9. Window Service - all clerks
10. Administrative - All administrative Clerks in the 501 building and in the P&DC are identified as being in separate sections by Functional Area (e.g. In Plant Support, Mail Processing, Human Resources, Finance etc.) for the purpose of excessing.

****(Union reserves the right to impasse Sections by Tour)****

2. Any assignment for which the starting time has been changed by more than one (1) hour shall cause that assignment to be posted, unless the incumbent has been in the assignment more than one (1) year. If the incumbent has been in the assignment more than one (1) year, the incumbent shall be given the option of accepting the new assignment, provided that the starting time has not been changed by more than two (2) hours.
3. Notices of vacancies involving APWU assignments shall be posted for a period of ten (10) days.
4. The successful bidder must be placed in the new assignment within fourteen (14) days from the date of posting of successful bidder(s) except during the month of December.
5. In the event the successful bidder fails to qualify upon assignment to a preferred position, the employee shall be notified, in writing, if request is made as to the reason or reasons for such failure.
6. Any additions or deletions of scheme requirements and/or skills, and/or keying, or principal assignment area (geographic change) will cause an assignment to be posted.
7. For the purpose of excessing pursuant to Art. 12 of the National Agreement, employees holding Best Qualified Positions will be in a separate category by position and the entire installation will be considered a section.

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES

1. Temporary and permanent light duty assignments will be in the following categories or work areas including, but not limited to:
 - a. Modify the employee's present assignment;
 - b. Relief work in all letter case assignments;
 - c. Relief work in all flat case assignments;
 - d. Nixie area;
 - e. Survey work;
 - f. Any of the administrative units in the Plant or District; or,
 - g. Any combination of the above.
2. The minimum light duty assignments shall be 5% of the Clerk Craft.

MAINTENANCE CRAFT SUPPLEMENT

ARTICLE 8

HOURS OF WORK

1. The regular work week shall consist of five (5) days with fixed days off. All job assignments will have two (2) consecutive drop days where practicable.
2. Four Overtime Desired Lists (OTDL) shall be established which will be administered by section, by tour;
 - A. OTDL Before Tour
 - B. OTDL after Tour
 - C. OTDL non-Scheduled Days
 - D. OTDL in excess of Ten (10) Hours

An employee may select list a, b, c or d in any combination or multiple. However, an employee must select list a, b, or c, before he/she can select list d.. An employee is considered "off" any list(s) he has not signed. Each list will have a separate and distinct rotation based on total Maintenance Craft service seniority within the installation. The non-scheduled day OTDL shall also be rotated based on the specific day of the week.
3. The Overtime Desired List shall be administered by sections within tours. Overtime scheduling will use seniority based on total Maintenance Craft service in the installation. For the purpose of overtime only, the following sections by tour are established:
 - A. Electronic Technicians
 - B. Area Maintenance Technicians
 - C. Mail Processing Equipment Mechanics
 - D. Building Equipment Mechanic
 - E. **(Field) Maintenance Mechanics PS-6 (PS-7 Feb. 16, 2008)**
 - F. **(Plant) Maintenance Mechanics PS-6 (PS-7 Feb. 16, 2008)**
 - G. Maintenance Support Personnel
 - H. Building Services Personnel
 - I. **Electrician**
 - J. **Painter**
4. Any new positions added to the Maintenance Craft will be separated by each occupational group and special qualifications where necessary,
5. Employees of the Maintenance Craft who perform dirty work, or work with toxic materials, shall be granted reasonable wash-up time before lunch and at the end of their tours, and at such times when necessary because of exposure to toxic materials and dirty, greasy equipment or materials.
6. **The Maintenance Craft Director will be provided with copies of the Overtime Desired Lists and volunteer lists.**

ARTICLE 10

LEAVE

1. The choice vacation period will begin with the week including May 15th and end with the week including September 15th; Thanksgiving Week; and December 26th thru 31st.
2. The employees of any occupational group shall be granted annual leave by seniority based on total Maintenance Craft career service in the installation during each week of the choice vacation period in accordance with the following formula (all fractions will be rounded-off to the next highest whole number):

Example: 1 to 5 employees = 1 employee granted leave
 6 to 12 employees = 2 employees granted leave
 13 to 19 employees = 3 employees granted leave
 20 to 25 employees = 4 employees granted leave

3. Applications for vacations will be submitted by April 1st for the first round of vacation selections. Employees will submit a Form 1547, in duplicate, and selections will be awarded on the basis of seniority on total Maintenance Craft career service in the installation in occupational groups of each tour. Management shall give notice of approval or disapproval by April 15th.

A. Employees Earning 20 or 26 Days Annual Leave:

1. Single selections up to 15 working days (3 consecutive weeks); or,
2. Two selections: (a) 1 of 5 working days (1 week) and 1 of 10 working days (2 consecutive weeks): or, (b) 2 selections of 5 days (1 week each).

B Employees Earning 13 Days Annual Leave:

1. A single selection of up to 10 working days (2 consecutive weeks); or,
2. Two selections of 5 days (1 week each).

After the approved vacation list has been posted, a Form 3971, in duplicate, may be submitted for open vacation slots of five (5) or ten (10) days by May 7th, as long as the total does not exceed the maximum allowable time, as per Article 10, Section 3. Service Seniority (Craft) will prevail if duplicate applications are received. Management will notify employees of approval or disapproval by May 15th.

4. Management shall notify all employees of their vacation dates by posting the vacation lists on Bulletin Boards of the respective tours by April 30th. In addition, duplicate copy of the Form 1547 submitted will be returned to the employee by April 30th.

5. Employees with consecutive days off may, at their option, begin leave on the first day following their off days, or on the first day of the service week.
6. Requests for annual leave during periods other than the choice vacation period will be granted on a first-come, first-served basis up to maximum time credited to any employee based upon the needs of the Service, **with the exception of Easter Week (service week including Easter Sunday) where leave will be granted using the following formula:**

1 to 6 employees = 1 employee granted leave
7 to 14 employees = 2 employees granted leave
15 to 21 employees = 3 employees granted leave
22 to 27 employees = 4 employees granted leave

Seniority will prevail when identical requests exist. Every possible consideration for appropriate leave shall be given to employees in situations of personal emergencies.

7. All requests for annual leave on PS Form 3971 shall be submitted no sooner than three (3) months in advance. It is mandatory upon management that all PS Form 3971 be returned to the applicant by the end of the employees tour on their next scheduled work day or within forty-eight (48) hours after receipt, whichever is less, if it is going to be disapproved. This applies to all PS Form 3971 personally submitted to the immediate supervisor at least four (4) days in advance in duplicate.

ARTICLE 11

HOLIDAYS

1. The following sequence will be followed when scheduling employees to work on a holiday or designated holiday provided that such scheduling produces a workforce which meets the operating skill requirements of the holiday or designated holiday,
 - a. Full-time Regular Employees who volunteer for a holiday or designated holiday will be selected by Total Maintenance Craft career service in the installation by occupational group. Custodians who volunteer for a holiday or designated holiday will be selected by Total Maintenance Craft career service in the installation.
 - b. Full-time Regular Employees who volunteer to work on their non-scheduled day will be selected by Total Maintenance Craft career service in the installation by occupational group. Custodians who volunteer to work on their non-scheduled day will be selected by Total Maintenance Craft career service in the installation.
 - c. All Full-time Regular Employees who do not volunteer to work their holiday or non-scheduled day shall be selected in inverse Total Maintenance Craft career service in the installation by occupational group.
2. The Maintenance Craft Director will be provided with copies of all holiday schedules and volunteer list.

ARTICLE 12

PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

1. Maintenance sections will be established according to tour, occupational group, and level.
2. The Maintenance Craft Director will be provided a copy of all notices of intent, job postings, and registers.

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES

1. Light duty assignments may be in the following categories or work area including, but not limited to:
 - a. Modify present assignments
 - b. Survey work
 - c. Clerical Duties
 - d. Cleaner duties
 - e. Work in Stock Room
 - f. Any combination of the above.
2. **The Maintenance Craft Director shall be notified when management is considering placing a light/limited duty assignment within the maintenance craft.**

ARTICLE 38

MAINTENANCE CRAFT

1. When the starting time of an assignment awarded through bid (P.A.R.) is changed more than two (2) hours, the assignment shall be re-posted.
2. Employees who are on a detail assignment who have requested in writing, stating their mailing address, shall have a copy of any applicable notice of intent mailed to them on the day of the posting.
3. An Emergency Snow Removal List will be maintained opened to all maintenance occupational groups. This list will be used for emergency snow removal and is separate and distinct from the "Overtime Desired List". Selection will be based on those with the necessary skills and by craft seniority within the installation with priority given in the following order:
 - a. Custodian – LDC 38
 - b. Building Equipment – LDC 37
 - c. Mail Processing Equipment – LDC 36

MOTOR VEHICLE CRAFT SUPPLEMENT

ARTICLE 8

HOURS OF WORK

1. The establishment of regular work week with fixed days off.
2. An Overtime Desired List will be established by tour for each of the following occupational groups:
 - a. Mechanics
 - b. Bodymen
 - c. Garagemen
 - d. Tiremen
 - e. Stock Room Employees
 - f. Office Employees
 - g. Motor Vehicle and Tractor Trailer Operators
3. Overtime outside a particular occupational group shall be rotated among employees on the OTDL who possess the necessary skills only after the occupational group OTDL has been used to the maximum and additional personnel is needed.
4. The parties recognize that within the Motor Vehicle Craft represented by the APWU, workers may engage in work which can be identified as being dirty or toxic work. It will be incumbent upon the individual supervisor in the unit or sections concerned to grant reasonable wash-up time to employees consistent with their day-to-day assignment.

Management also recognizes a 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 times.

ARTICLE 10

LEAVE

1. Choice vacation period will begin with the first full week in May until the end of the last full week in September, and also Thanksgiving Week, and December 26th thru December 31st.
2. A. Employees Earning 20 or 26 Days Annual Leave:
 1. Single selections up to 15 working days (3 consecutive weeks); or,
 2. Two selections: (a) 1 of 5 working days (1 week) and 1 of 10 working days (2 consecutive weeks): or, (b) 2 selections of 5 days (1 week each).B. Employees Earning 13 Days Annual Leave:
 1. A single selection of up to 10 working days (2 consecutive weeks); or,
 2. Two selections of 5 days (1 week each).
3. The Motor Vehicle Craft will be permitted 14% off on annual leave during the choice vacation period in the following sections:
 - a. Motor Vehicle Operators & Tractor Trailer Operators
 - b. Motor Vehicle Maintenance

It is agreed that no more than one (1) employee from the administrative sections of Motor Vehicle Maintenance may be off during the same choice vacation period. If no employee in the administrative section makes a selection, the vacant period(s) will then be made available to an employee in Motor Vehicle Maintenance.

If percentage is not a whole number, management will go to the next rounded whole number rounded off at .4 and above.

4. Employees will submit Form 1547, in duplicate, by March 20th and these will be honored on the basis of seniority.

The beginning of an employee's vacation will start on one of the following (at the employee's option):

- a. First day following the employees' drop days, if consecutive.
- b. First day following first day off, if other than consecutive; and,
- c. Beginning of basic work week (Saturday).

Part-time Flexibles will start vacation period on Monday and will return to work the following Monday.

5. Management will notify all employees of their vacation by posting of vacation lists on Bulletin Boards of the employees' respective tours by April 10th. In addition, duplicate copy of PS Form 1547 will be returned to employee by April 10th.
6. After approved vacation list has been posted, a PS Form 3971 may be submitted for open vacation slots of five (5) or ten (10) working days. Applications for open vacation slots will be accepted from April 17th to April 25th. These will be honored by seniority on a day-by-day basis within this week. Seniority will prevail if duplicate applications are submitted. Management will notify employees of approval or disapproval by posting by April 30th, as long as the total does not exceed the maximum allowable time. (Dates for the above may vary after mutually agreed by both management and the union.)
7. Additional leave off shall be granted during choice vacation period up to a percentage agreed to based on a first-come, first serve basis. In the event of a conflict, seniority will decide. It is understood that all leave, IOD, etc., at the time of submission will be included in the percentage.
8. Requests for daily annual leave shall be granted on a first-come, first-serve basis. In the event of a conflict, seniority will decide.
9. Request for leave of an emergency nature shall be granted whenever possible.

ARTICLE 11

HOLIDAYS

1. Employees to work on a holiday or designated holiday provided that such scheduling produces a workforce which meets operating skill requirements of the holiday or designated holiday;
 - 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: and,
 - 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.

ARTICLE 12

PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

When it is proposed to reassign within an installation, employees excess to the needs of the section:

- a. Motor Vehicle Operations
- b. Motor Vehicle Maintenance

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES

1. Permanent and Temporary Light Duty assignments will be in the following categories or work areas including, but not limited to:
 - a. Modify present job assignments
 - b. Office and Clerical Work
 - c. Work in the Stock Room
 - d. Shuttling vehicles
 - e. Survey Work
 - f. Any combination of the above.
2. The small overall size of the craft precludes the reserving of any separate assignment. The union Agrees that Management may consider detailing ill or injured members of the Craft to any available work within the Craft.

ARTICLE 30

PARKING

Two (2) parking spots will be designated in the Parking Lot adjacent to VMF Building for APWU Representatives.

ARTICLE 39

MOTOR VEHICLE CRAFT

1. MVS Drivers should attend Trailer Driving School before any member of another craft.
2. MVS Route positions will be posted two (2) times a year in March and September.
3. Any MVS assignment for which the starting time has been changed by more than one (1) hour shall cause that assignment to be reposted.
4. When forty percent (40) of the core duties change this will cause the duty assignment to be reposted. This applies to Motor Vehicle Operator and Tractor Trailer Operator positions.
5. The posting period for all positions will be ten (10) calendar days.
6. Successful Bidders will be placed in the duty assignment within fourteen (14) calendar days or the beginning of the first full pay period following the posting of the successful bidder.

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO AT THE SOUTH JERSEY P&DC, BELLMAWR NJ 08099 BETWEEN THE REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND THE DESIGNATED AGENT OF THE SOUTH JERSEY AREA LOCAL AMERICAN POSTAL WORKER'S UNION AFL-CIO PURSUANT TO THE LOCAL IMPLEMENTATION PROVISIONS OF THE **2007** NATIONAL AGREEMENT. THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT FROM ITS EFFECTIVE DATE **11/20/2010** THROUGH NEGOTIATION OF THE NEXT LOCAL MEMORANDUM OF UNDERSTANDING,

/S/ 5/18/07
WILLIAM A. BOYLE
PRESIDENT
SOUTH JERSEY AREA LOCAL
AMERICAN POSTAL WORKERS UNION

/S/ 5/18/07
ISAAC MORRIS
MANAGER, EMPLOYEE & LABOR RELATIONS
SOUTH JERSEY
UNITED STATES POSTAL SERVICE