

LOCAL MEMORANDUM OF UNDERSTANDING

Between

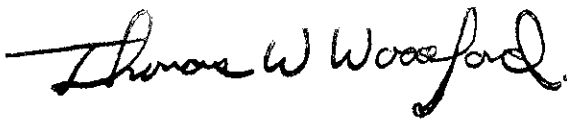
United States Postal Service

Westville NJ 08093

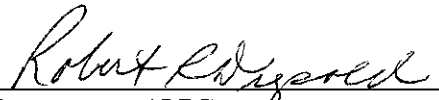
And

**South Jersey Area Local
American Postal Workers Union AFL-CIO**

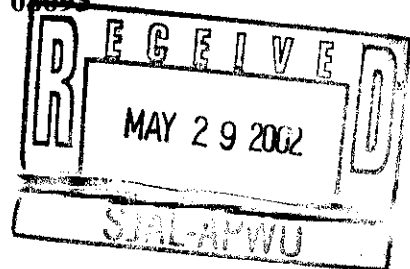
It is mutually agreed that the present Local Memorandum of Understanding is to be extended in full force and effect through November 20, 2003.



Thomas W. Woodford
President
South Jersey Area Local
American Postal Workers Union



Postmaster/OIC
U.S. Post Office
Westville, NJ 08093



LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, WESTVILLE NJ 08093

AND

SOUTH JERSEY AREA LOCAL, APWU

1. WASH-UP TIME.

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.

2. FIXED OR ROTATING DAYS OFF.

Fixed days off will remain in effect for all regular employees. Any new regular positions will be covered by this memorandum.

3. EMERGENCY CONDITIONS:

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.
- c. The accessibility of postal operations and its customers to the employee and employer.
- d. Prior to taking action, employer will notify the union designee of its plan of implementation. Management will notify the effected employees.

4. FORMULATION OF LOCAL LEAVE PLAN:

Annual leave other than choice leave will be granted on a first come, first served basis in accordance with seniority with management's agreement.

It will be mandatory that management return all forms 3971 within two (2) working days following request, if denied otherwise leave is approved. When two or more forms 3971 are received at the same time, for the same date seniority will prevail.

Employees will submit forms 3971 in duplicate to management for requests for leave.

On request for annual leave less than 8 hours with at least 4 hours notice. Approval or denial will be returned two (2) hours before said annual is requested. If not it will be considered approved.

5. CHOICE VACATION PERIOD.

Choice vacation period will consist of May 1st thru September. The week of Thanksgiving and from Dec. 26 to December 31.

6. BEGINNING DAY OF EMPLOYEES VACATION PERIOD.

Starting day to be Monday and return to work the following Monday except when Monday is a holiday or non-scheduled day.

7. SELECTIONS FOR CHOICE VACATION PERIOD.

Employees will be granted two choices (regular) for prime time vacation by seniority. Both choices are not to exceed a total of 15 days. The PTF clerks will then pick at end of second round by seniority.

After approved vacation list has been posted a form 3971 may be submitted for open vacation slots. These in turn will be honored by seniority with management's approval.

8. JURY DUTY AND STATE OR NATIONAL CONVENTION:

Jury duty and/or attendance to state or national convention shall not be charged to the choice vacation period.

9. MAXIMUM EMPLOYEES OFF DURING CHOICE PERIOD.

Annual leave during prime time will be based on 20% of work force.

10. OFFICIAL NOTICE VACATION SCHEDULE.

Employees will submit on form 3971 in duplicate, their prime time picks and these will be honored on basis of seniority. Dates for submission will be by March 31 and will be returned by the 15th of April.

II. NEW LEAVE YEAR.

Vacation list will be posted by the beginning of the new leave year. Vacation requests will be posted by April 15th, in addition duplicate leave request will be returned by April 15th.

12. APPLICATION FOR OTHER LEAVE.

Other leave, will be based on first come first serve. Every possible consideration for leave shall be given to employee for personal emergency.

Form 3971 will be submitted in duplicate to management, personally. Form 3971 places on supervisors desk will not constitute submission.

13. HOLIDAY WORK:

Management will select clerks to work on holiday in the following order.

1. Casuals and PTF clerks to the maximum extent possible, regardless of necessity to pay overtime.

2. Full-time regular volunteers, by seniority.

3. Full-time regulars who did not volunteer on there holiday or non-scheduled day by inverse seniority.

14. OVERTIME DESIRED LIST.

Overtime desired list will be posted each quarter for the regular clerk section.

15. LIGHT DUTY ASSIGNMENTS.

Management will make every effort to assign ill or injured deserving employees to assignments within the establishment commensurate with or to the extent of their illness or injury, as documented by medical certificate. Accordingly it is hoped that agreement can be reached with management on light duty assignments for ill or injured clerks within the craft. Light duty will not be available solely because of sex of employee when neither illness or injury exist.

16. METHOD USED IN RESERVING LIGHT DUTY ASSIGNMENTS

Refer to article 13 section 3 National Agreement

17. IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

Light duty is duty which can be performed by ill or injured employees without creating a hazard to themselves or to other employees. Those duties permitted by the treating physician with management's agreement.

18. REASSIGNMENT OF EXCESS EMPLOYEES.

Refer to Article 13 sections 4 and 5 of the National Agreement. Principles of reassignment and Reassignment.

19. PARKING

The existing parking program will remain in effect.

20. ANNUAL LEAVE TO ATTEND UNION ACTIVITIES:

Shop Steward / other officers APWU state and/or National Convention will not be charged to choice vacation period. Officers will have the option to choose another prime time vacation period as long as it does not pre-empt any clerk choice vacation period.

21. OTHER ITEMS

Wherever practicable, wherever good and sufficient reasons exist: Management will excuse employees from working overtime.

Employees will be notified two (2) hours before working overtime when possible.

22. SENIORITY REASSIGNMENTS AND POSTING

Article XXXVII of the National Agreement will govern the posting and what constitutes reposting.

Bid assignments will remain posted for 10 days, unless mutually agreed upon by management and craft representative. Senior Flex will replace a regular on Annual or Sick Leave when leave is five days or more.

The Memorandum of Understanding constitutes agreement between the South Jersey Area Local APWU Westville, New Jersey 08093, and the management of the United States Postal Service at Westville, New Jersey 08093-9998.

This agreement is entered into pursuant to the terms of Article XXX of the National Agreement signed on between the American Postal Workers Union, AFL-CIO and the United States Postal Service.

For the SJAL, APWU

USPS

(date)

(date)