

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, BRIDGETON, NJ, 08302

AND

SOUTH JERSEY AREA LOCAL, APWU

In accordance with the provisions of Article 30, Section B of the 2015 National Agreement, the following items constitute a local memorandum of understanding between the United States Postal Service, Bridgeton, N.J. 08302-9990 and the American Postal Workers Union AFL-CIO, South Jersey Area Local.

Item 1. Management shall grant a reasonable wash-up period before lunch and at the end of the route consistent with working conditions.

Item 2. All full time clerks covered by the provisions of this local memorandum of understanding shall have a regular work week of five days with fixed days off.

Item 3. 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 government 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 obligations to its customers.

Prior to taking action to curtail the operations, the employer will notify the union of its decision and plan of implementation.

Item 4. Formulation of Local Leave Program

a. In the clerk craft, employees must submit their request for their first selection from the choice vacation period by the end of second full week in January. A calendar will be used, supported by a PS 3971 in duplicate at that time.

b. Management will notify all employees of the first selection choice vacation approved for them by the end of the third full week in January. A copy of PS 3971 will be issued immediately.

c. In the clerk craft, employees must submit their request for their second selection from the choice vacation period by the end of the third full week in January. A calendar will be used, supported by a PS 3971 in duplicate at that time.

d. Management will notify all employees of the second selection choice vacation approved for them by the end of the fourth full week in January. A copy of PS 3971 will be issued immediately.

e. Should a clerk become ill while on prime time annual, he will be authorized to change his annual leave to sick leave and make another selection from any periods not yet filled.

f. There shall be no exchange between employees of approved prime time selections.

g. Once the choice vacation periods are chosen by the clerks and they are approved by management, the clerk is expected to use that leave period.

Item 5. The duration of the Choice Vacation Period

a. The clerk choice period shall be the third full week in January through the last full week in November of each year and the week that includes New Years Day of each year.

Item 6. The determination of the beginning of an employee's vacation period.

a. In the clerk craft all vacation periods shall begin on Monday.

Item 7. Whether employees at their option may request (2) two selections during the choice vacation period in units of either (5) five or (10) ten days.

a. In the clerk craft, employees that earn (20) twenty or (26) twenty-six days of annual leave may at their option make a single selection of up to (15) fifteen consecutive working days from the choice vacation period or they may at their option make (2) two selections from the choice vacation period of either (5) five consecutive working days or (10) consecutive working days.

b. In the clerk craft, employees that earn (13) days of annual leave may at their option make a single selection of up to (10) ten consecutive working days from the choice vacation period or they may at their option make (2) two selections from the choice vacation period of (5) five consecutive working days for each selection.

Item 8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation periods.

a. Clerks who are selected for jury duty or attendance at a National or State Convention during their choice vacation period shall be eligible to make another selection from any available time in the choice period.

Item 9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

a. In the clerk craft, (17%) seventeen percent of the authorized clerk complement shall receive choice period leave during each week of the choice vacation period.

b. In the event there is a decimal fraction in the computation using the (17%) seventeen percent factor, less than .5 will be dropped and .5 or more will be considered (1) one additional employee shall receive choice period leave during each week of the choice vacation period.

Item 10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

a. In the clerk craft, all employees shall be issued a carbon copy of PS Form 3971 for approved selections for the choice vacation periods.

b. In addition a chart will be prepared and posted showing all approved choice vacation periods selections.

Item 11. Determination of the dates and means of notifying employees of the beginning date of the new leave year.

a. Not later than November 1, of each year a written notice will be posted on the APWU South Jersey Area Local bulletin board to notify all clerks of the beginning date of the new leave year.

Item 12. The procedures for submission of applications annual leave during other than the choice vacation period.

a. In the clerk craft, all applications for annual leave PS 3971 in duplicate, other than the choice vacation period selections must be presented to the immediate supervisor or his replacement.

b. All such requests must be submitted (2) two weeks or less, but not more than (2) weeks in advance of the date the leave is to be taken if approved.

c. Exception to "b" (above) annual leave request may be accepted with verification and documentation of commitment showing date and times when leave is necessary (i.e. advance purchase airline tickets, layout of monies)

d. Whenever the number of requests received at the same time exceeds the number of employees that can be granted leave, craft seniority will be used to determine which employee will receive leave.

e. All leave requests will be handed personally to the immediate supervisor. It is mandatory upon management that all forms 3971 be returned to the applicant within forty-eight (48) hours excluding Sundays and holidays after receipt if it is going to be disapproved.

f. There will be a guarantee of one (1) person granted incidental annual leave if form 3971 is submitted at least seventy-two (72) hours in advance of the date requested. (Military leave will be counted as part of this guarantee)

Item 13. The method of selecting employees to work on a holiday or designated holiday.

a. In the clerk craft the following order will be used to select those clerks needed to work on a holiday or designated holiday in order to meet operational needs.

1. All PSE clerk craft employees
2. All PTF clerks
3. All full time regular clerks who volunteer to work on their holiday or designated holiday

4. All full time regular clerks who volunteer to work on their non-scheduled day
5. All full time regular clerks who do not wish to work on their non-scheduled day, with the first opportunity assigned to the junior clerk on a rotating basis.
6. All full time regular clerks who do not wish to work their holiday or designated holiday, with the first opportunity assigned to the junior clerk on a rotating basis.

Item 14. There shall be (4) separate Overtime Desired Lists for

- a. Before Tour, Non-Scheduled, and in Excess of 10 hours
- b. The Local President or his/her Designee will receive a copy of the quarterly overtime desired list upon the closing of the solicitation period for each quarter upon request.

Item 15, 16, 17. Light Duty Assignments

a. In accordance with Article XIII of the 1994 National Agreement, every effort shall be made by management to create a light duty assignment within the employee's craft, commensurate with the employee's individual capabilities and physicians restrictions.

b. When a light duty assignment is deemed necessary, and crossing of craft is anticipated, the Union will be notified as to the duration and duty assignment and there will be consultation on same.

**Item 19.** Parking: If available, designated spots for union representative. Improving parking facilities for reasons such as security, safety, space, etc...will be submitted to local management.

Item 20. Leave for Union Officials to attend National, State and Regional Union Conventions, on annual leave or LWOP, will not be considered a part of the total choice vacation plan for the installation.

Item 21. a. The parties will hold two (2) Labor Management Meetings per year and also when requested by either party. The notes from these meetings will be signed off by both parties.

b. The employer will furnish a separate bulletin board for the exclusive use of the APWU. This bulletin board will be placed in an area accessible to all employees.

Item 22. a. Any assignment for which the starting time has been changed by more than (1) hour shall cause that assignment to be posted.

b. By seniority PTFs shall have the option of holding down a full time regulars job assignment, when the full time regular will be out for anticipated duration of one week or more, if they have the necessary skills.

c. The Local President or his/her Designee will receive a copy of all bid notices at the time of posting. Management will also provide the results of all bids in-house and through e-reassign to the Local President or his/her Designee upon awarding the job to the successful bidder.

d. Management will provide the Local President or his/her Designee with a copy of the seniority list at the beginning of each year and if/when changes take place.

This Memorandum of Understanding is entered into at the Bridgeton Post Office between the representatives of the U.S. Postal Service and the designated agents of the South Jersey Area Local, APWU, AFL-CIO, pursuant to the Local Implementation provisions of the 2015 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.

  
For the SJAL, APWU

  
USPS

10/17/16  
(date)

10/17/16  
(date)