

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, GIBBSBORO, NJ 08026

AND

SOUTH JERSEY AREA LOCAL, APWU

A. 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 and Maintenance Craft which has been certified and recognized at the National Level.

B. The employer shall consult and exchange information with the South Jersey Area Local representative at Local Labor Management meetings and also at other times when such consultations and exchanges can be beneficial to management/employee relations.

C. All articles of this agreement shall encompass the APWU crafts party to this agreement except where specifically noted in the craft supplement.

1. Management shall grant wash-up time before lunch, and at the end of tour, consistent with working conditions.

2. Full-time Regulars will work with fixed days off.

3. 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;
- 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 APWU designee of its decision. Management will notify affected employees by use of the telephone.

4. Formulation of Local Leave Program:

a. Annual leave other than vacations may be granted up to the maximum amount of time credited to any employee on a first come first serve basis. The objective to be pursued is to grant annual leave wherever practical, as desired by the employee at his/her request throughout the year. Every possible consideration for appropriate leave shall be given to employees in situations of personal emergency.

b. Every effort shall be made to allow members of the South Jersey Area Local leave to attend Local Union meetings and assemblies.

c. All Leave requests are to be submitted on form 3971

5. Prime time Vacation: The prime time vacation period shall be **Memorial Day Week** for a continuous period through the Last full week in September.

In addition the following periods will be included for the purpose of Prime time Vacations:

- 1. Thanksgiving week (The week in which Thanksgiving falls)
 - 2. The period of December 26 through January 1.
6. The beginning date of each employees vacation period will be on Monday, **except for the week long period between December 26 through January 1.**
7. Employees at their option may select up to fifteen (15) continuous days or may split in periods of five (5) and/or ten (10) days. Employees will submit a form 3971 and these will be honored on basis of seniority. **Management will begin choice solicitation with the senior employee by February 1 and continue down the seniority list. The completion of choice period selection will be by March 15.** Employees at their option, may request a second selection during the choice vacation period in units of either five (5) or ten (10) days providing all employees have had a opportunity of obtaining a first choice.

8. Attendance to National and State APWU Conventions shall not be charged to the Choice Vacation Period. Jury duty shall not be charged to the Choice Vacation Period.

9. One (1) Clerk and One (1) Maintenance Craft employee shall be allowed off per week during the Choice Vacation Period.

10. Management will give notice of approval or disapproval of vacations one (1) week after closing date. Management will post the vacation list and will supply and return to the employee a copy of the Form 3971 he/she originally submitted in duplicate.

11. The employer shall no later than November 1, 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 full pay period of the calendar year.

12. Procedures for submission of application for annual leave during other than the choice vacation period:

a. It is mandatory upon Management that all Forms 3971 (Application for Leave) be returned to the applicant within forty-eight hours (48) after receipt if it is going to be disapproved. This applies to all Forms 3971 personally submitted to immediate supervisor **no sooner than 90 days before and at least four (4) days in advance and in duplicate.**

b. The reasons for disapproval of Forms 3971's shall be explicitly stated.

c. Management shall give every consideration of granting annual leave to employees for religious and memorial Holidays, if possible, upon presentation of Form 3971 on a first come first serve basis.

d. When a employee's request for annual leave is denied, management will keep a record of such requests to include employees 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 same.

e. 1 employee from each craft shall be permitted off per day upon request during the non-choice period

15, 16 & 17. Light Duty - When an employee becomes eligible for light duty, before any decision is made, there shall be consultation with the Local APWU Union.

A) Temporary light duty assignments may be considered in the following categories or work areas:

1. Modify or change the employees present assignment in commensurate with physicians recommendations and in compliance with Article 13 of the National Agreement

2. Project work.

20. Annual leave to attend Union activities requested prior to determination of the Choice Vacation Schedule shall not be part of the total choice vacation plan.

21. **A) Management shall post and furnish a copy of an updated Seniority List to the Local Union on a yearly basis and also upon any changes.**

B) The Parties will hold 2 labor management meetings per year, more if requested by either party. There will be notes taken during the meetings and the notes will be agreed upon and signed off on by the parties.

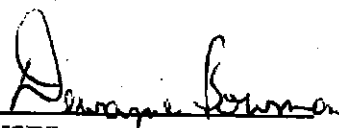
C) Management will furnish a bulletin board for the exclusive use of the APWU

22. Notice of vacancies involving APWU assignments shall be posted for a period of ten (10) days. **Any change of more than 1 hour in a job bid assignment will be cause for the job to be posted.**

The Local President or his/her designee will receive a copy of all job bids upon posting and also a copy of the successful bidder for any job.

This Memorandum of Understanding is entered into at the Gibbsboro 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 2015 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.


For the SJAL, APWU


USPS

12/7/2016
(date)

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(date)