## LOCAL MEMORANDUM OF UNDERSTANDING.

## BETWEEN

U.S. POSTAL SERVICE, GIBBSTOWN NJ, 08027

## AND

## SOUTH JERSEY AREA LOCAL, APWU

This memorandum of understanding was entered upon between representatives of the United States Postal Service, Gibbstown, New Jersey 08027, and the designated agent of the American Postal Workers Union Postal Clerks.

- 1. Wash-up. Management shall grant a reasonable wash-up period before lunch and at the end of tour consistent with working conditions.
- 2. The basic work week for full-time regulars will be five days with fixed days off.
- 3. Emergency 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, and
- 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 union designee of plan of implementation. Management will notify the affected employees by use of the telephone as soon as possible.

- 4. Employees will submit Form 3971 for the choice vacation period no later than April 15th which will be honored according to seniority. During the non-choice period, the number of employees to be off is one (1).
- 5. The choice vacation period will begin Memorial Day Week for a continuous period until the end of the last full week in September. and the week of Thanksgiving and the week of Christmas to New Years.
- 6. The choice vacation period will begin on Monday.
- 7. Employees will have two (2) selections during choice vacation period. Second selection will be made after all employees have had the opportunity for an initial selection.
- a. Employees earning 20 or 26 days annual leave may take a single selection of up to 15 working days. Employees earning 13 days annual leave may make a single selection of up to 10 working days.
- 8. The necessity of taking military training or performing Jury Duty by an employee will not pre-empt said employee from additionally choosing a vacation period. Management shall allow one (1) delegate time off to attend district, state and national assemblies and shall not charge this to choice vacation time.

Employees in the above categories will be allowed another choice in choice vacation period.

- 9. It is agreed that one (1) of the clerk craft employees will be permitted off on annual leave per week during choice vacation period.
- 10. In addition to posting the choice vacation schedule, each employee will receive a copy of the 3971 they submitted approving said vacation by April 30th.
- 11. There will be a posting notifying the employees of the duration of the new leave year November 1st
- 12. Annual leave other than choice vacation period will be granted to employees on a first come first served basis. Seniority will only apply if submission dates are the same. It is mandatory that management return all 3971 forms to the applicant within forty-eight (48) hours after receipt. This applies to all 3971's submitted to management at least three (3) days in advance in duplicate. Any reason for disapproval of form 3971 must be explicitly stated.
- 13. The method of selecting employees to work on a holiday will be:

- a. All PSE 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.
- 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 order.
- 14. The overtime desired list as per Article 8 shall be by section and tour.
- a. The overtime solicitation list will be posted 2 weeks prior to the start of the quarter for which it will reference and be taken down the day before the start of the quarter.
  - b. The OTDL will consist of sign up spots for 10 hour, 12 hour and drop day...
- 15., 16. & 17. The number of light duty assignments will be determined by the written requests made by the employee to local management. Assignments and duties to be contingent upon physical limitations and physician recommendations of which management will make every effort to accommodate same.

Before any decision is made there shall be consultation with the local APWU representative.

- 18. Re-assignments for sections within the installation shall be by seniority within that installation.
- 20. Non-choice leave may be requested up to 90 days in advance. Management will allow 1 employee off for non-choice. Management will respond to requests within 48 hours. If the request is made less than 7 days out then approval is at management's discretion.
- 21. a. There will be 2 (two) Labor Management Meetings per year or as requested by either party. If one is held both parties will sign off on agreed upon note from the meeting.
- 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.

22. Any assignment for which the starting time or duration has been changed by more than one (1) hour from the original bid starting time shall cause that assignment to be posted.

Any additions or changes in duty assignments shall cause an assignment to be posted unless the incumbent has been in the assignment for one (1) year or more and such change is agreeable to him/her.

Notices of vacancies involving APWU assignments shall be posted for a period of ten (10) days. However a shorter period can be allowed if mutually agreed upon between management and the local APWU representative.

The local President will receive copies of all jobs when posted and will also receive copies of the successful bidder notice once the job is awarded.

This Memorandum of Understanding is entered into at the Gibbstown 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

Michael S. Williams

12/9/2016 (date)

(date)