### LOCAL MEMORANDUM OF UNDERSTANDING

### **BETWEEN**

# U.S. POSTAL SERVICE, MILLVILLE, N.J. 08332

#### AND

### SOUTH JERSEY AREA LOCAL, APWU

### 1. Wash-up time:

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

2. The establishment of a regular work week of five days with fixed days off:

All full-time clerks covered by the provision of this local memorandum shall have a regular work week of five days with fixed days off

- 3. Emergency curtailment of operations. It is recognized by both parties that on occasion, emergency conditions 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; and
- c. The accessibility of postal operations and its customers to the employer and employees.

Prior to taking action to curtail the operation, the employer will notify the Union's designee of its plan of implementation. Management will make every attempt to notify the affected employee by use of the news media (e.g. TV, radio - KYW, tel. etc.).

# 4. Formulation of the local leave program:

1) Management will start the period of picking choice vacation on February 1st with the senior employee. The choice picks will be completed by March 20th. Management will post the completed vacation calendar by April 1st.

# 2) Method of Making Choice Selection:

- a) The leave book shall be passed throughout the clerk workforce by seniority and each clerk will indicate his or her selection for the choice period in the book
- b) Clerks will be scheduled every other day to bid vacations in order by seniority
  - c) Clerks will complete a 3971 for all vacation choices
- d) Clerks will make their choices on the date or dates listed by management with no exceptions. Clerks absent, unscheduled or for any reason unavailable for their pick date will submit their choice to management through any medium. In the event of hospitalization, management will contact the family
- e) If a clerk does not have a selection ready on his/her date then he/she will be bypassed following these guidelines:
- 1) If a clerk does not make a choice on their appointed date, clerks on the same date would bid ahead of the delinquent clerk. Delinquent clerks would be able to bid on the "off" day, meaning the day between the scheduled bid dates
- 2) Delinquent clerks will continue to be bypassed on subsequent bid dates until he or she submits their vacation choice
  - 3) Cancellation and reposting at clerks request

Management reserves the right to approve the cancellation of annual leave if submitted 14 days prior to effective date of vacation period. If approved, all cancelled vacation will be put up for bid for a period of 10 days upon notice of cancellation. No clerk will be permitted to change vacations so that the bidding will result in pyramiding.

4) Management will post the leave chart as soon as it is completed

# 5. The duration of the choice vacation period

The choice vacation period will be from Memorial Day Week through the last full week of September and will include the week of Thanksgiving and the week between Christmas and New Years.

6. The beginning of the employee's vacation will be Monday, with the exception of Christmas to New Years.

7. Employees at their option may select up to 15 continuous days leave or split in periods of 5 and/or 10 days. Employees will only be granted up to their maximum entitlement

After the choice selections have been completed, a supplemental choice of 5, 10 or 15 consecutive days of annual leave is authorized. LWOP will not be authorized for supplemental selections.

8. Shall Jury duty and/or attendance to State or National conventions be charged to the choice vacation period.

Jury duty will not be charged to choice vacation

Annual leave to attend Union conventions requested prior to the determination of the choice vacation schedule will be part of the total choice vacation plan. With 3 weeks of advance notice, management will make every effort to extend leave to an extra clerk to attend a convention or personal leave if the convention leave is part of the choice selection.

- 9. In the clerk craft thirteen percent (13%) of the authorized clerk complement shall receive choice period leave during each week of the choice vacation period rounded to the nearest whole number
- 10. In addition to posting the choice vacation calendar, each employee will receive a copy of the 3971 form they submitted in duplicate approving said vacation.
- 11. There will be a posting notifying the employees of the duration of the new leave year. This will be posted on the bulletin board between Nov 1st and Nov 15th
- 12. Annual leave other than the choice vacation period will be granted to an employee on a first come-first served basis. Seniority will apply if the submission dates are same. Employees must submit their request no sooner than 90 (ninety) days and no later than 7 (seven) days prior to the beginning of their requested date. If submitted within this timeframe then 1 employee will be granted leave. If the submission is less than 7 (seven) days of the selected beginning date then approval will be up to management's discretion. Management will respond approved or denied within 48 (forty-eight) hours of submission.

- 13. Holiday schedule. The following sequence will be followed when scheduling employees to work on a holiday provided that such scheduling produces a work force which meets the operating skill requirements of the holiday or designated holiday:
- a. All PSE's 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 did not volunteer to work either their holiday or their non-scheduled day shall be combined into a single group, ranked in seniority order, and selected in seniority order;
- c. All full-time regular employees who did not volunteer to work their non-scheduled day in inverse seniority order;
- d. All full-time regular employees who did not volunteer to work their holiday in inverse seniority order.
- 14. Regular Employees required to work overtime will be in accordance with Article 8, and shall be by section and tour. Employees required to work overtime will be notified 2 hours in advance where practical.
  - A) 1. Overtime list 10 hours
    - 2. Overtime list 12 hours
    - 3. Overtime list non-scheduled day
    - 4. Employees must sign each list he/she wishes to be on
- B. Employees on the "Overtime Desired" list can withdraw their name from the list at anytime during the quarter. The withdraw will be effective the day after written submission of their request is submitted
- C. The OTDL will be administered separately for each craft covered by the APWU
- D. The OTDL solicitation sheet will be posted 2 weeks prior to the quarter it is referencing and remain up until the day prior to the start of the new quarter.
- E. The Local President or his designee will be provided a copy of the OTDL upon completion of the solicitation period for each quarter
- 15, l6 & 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.

- 18. Re-assignments for sections within the installation shall be by seniority within that installation.
- 19. Parking. If available, designated spots are for union representative. Improving parking facilities such as security, space, lighting, etc. and any other recommendations should be submitted to local management for consideration.

### 21. Craft items.

The Parties will hold 2 Labor - Management Meeting per year and also as requested by either party. The notes from these meetings will be signed off on by both parties

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

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

22. Seniority re-assignment posting. Any full time, regular assignment whose starting time is changed more than one hour from the original posting will require that assignment to be posted. Re-assignment consistent with National Agreement.

The Local President or his designee will receive a copy of all bid notices at the time of posting. Management will also provide the results of all bids both inhouse and through e-reassign to the Local President or his designee upon awarding the job to the successful bidder This Memorandum of Understanding is entered into at the Millville 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

(date)