### LOCAL MEMORANDUM OF UNDERSTANDING

## **BETWEEN**

## U.S. POSTAL SERVICE, SOMERDALE NJ 08083

#### AND

## SOUTH JERSEY AREA LOCAL, APWU

In accordance with the provisions of Article I, National Agreement, the employer recognizes the APWU as the designated exclusive bargaining representative for all employees in the Clerk Bargaining Union for which has been certified and recognized at the National Level.

- 1. Wash-up: Management shall grant a reasonable wash-up time before lunch and at 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 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 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's designee of its decision and plan of implementation. Management will notify the affected employee by use of the news media (e.g. TV, radio, (KYW), etc.)

- 4. Local leave program to include: Each employee will submit form 3971 no later than March I. This will be for the choice vacation selection and it will be returned to them no later than March 22.
- 5. The duration of the choice vacation period will be from the first full week of May to the last full week of September and include Thanksgiving week and December 26 to January 2.
- 6. The beginning day of the employee's vacation will be Monday.
- 7. Employees at their option may select up to 15 continuous days leave or split in periods of five (5) and/or ten (10) days. If a split is selected, the employee may not make their second selection until all other employees have had an opportunity for their initial selection.
- 8. Jury duty and/or attendance to State or National Conventions shall not be charged to the choice vacation period.
- 9. The number of employees to be off during the choice vacation period each week will two (2)
- \* Upon the reduction of clerk staffing to (4) four there will then be one allowed off per week during the choice period or 22%. .5 or more will go to next full number.
- 10. In addition to posting the choice vacation schedule, each employee will receive a copy of the 3971 they submitted approving said vacation.
- 11. Current language deals with the present leave year not the beginning of the new leave year as required by Item 11.

12. Annual leave other than the choice vacation periods will be granted to the employee on a first come first serve basis based upon seniority and needs of service. Seniority will apply if submission dates are the same.

It is mandatory upon management that all forms 3971 (Application for Annual Leave) be returned to the applicant within forty-eight (48) hours after receipt. The reason for disapproval must be explicitly stated. This applies to all Form 3971's submitted to the immediate supervisor at least four (4) days in advance in duplicate.

# 13. Holiday Schedule.

- a. All part-time flexible employees to the maximum extent possible, regardless of the necessity to pay overtime.
- 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 seniority order.
- 14. The overtime desired list, as per Article 8, shall be by section and tour.
- 15., 16. & 17. The number of light duty assignments will be determined by the written request 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.
- 18. Re-assignments for sections within the installation shall be by seniority within the installation.
- 19. Parking If available, designated spots for union representative. Improving parking facilities such as security, space, lighting, etc., and any other recommendations should be submitted to local management for consideration.
- 20. Annual leave, to attend union activities, requested prior to the choice vacation selection schedule shall not be a part of the choice vacation plan.

- 21. 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.
- 22. 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 both in-house and through e-reassign to the Local President or his/her Designee upon awarding the job to the successful bidder.

This Memorandum of Understanding is entered into at the Somerdale 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 SIAV APWIL

USPS

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