

LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. POSTAL SERVICE, WESTVILLE, NJ 08093
AND
SOUTH JERSEY AREA LOCAL, APWU

1. WASH-UP TIME

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

2. FIXED OR ROTATING DAYS OFF

Fixed days off will remain in effect for all regular employees.

Any new regular positions will be covered by this memorandum.

3. EMERGENCY CONDITIONS

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 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.
- c. The accessibility of postal operations and its customers to the employee and employer.
- d. Prior to taking action, employer will notify the union designed of its plan of implementation. Management will notify the effected employees.

4. FORMULATION OF LOCA LEAVE PLAN

A) Employees will submit on form 3971, in triplicate, their prime time picks and these will be honored on basis of seniority.

Dates for submission will be by March 31 and will be returned by the 15th of April.

B) It will be mandatory that management return all forms 3971 within two (2) working days following request, if denied otherwise leave is approved. When two or more forms 3971 are received at the same time, for the same date seniority will prevail.

C) Employees will submit forms 3971 in **triplicate** to management for requests for leave.

D) On request for annual leave less than 8 hours with at least 4 hours notice. Approval or denial will be returned two (2) hours before said annual is requested. If not it will be considered approved.

E) **Form 3971 will be submitted in duplicate to management personally. Form 3971 placed on a supervisor's desk will not constitute submission.**

5. CHOICE VACATION PERIOD

Choice vacation period will consist of May 1st thru September. The week of Thanksgiving and from Dec. 26 to December 31.

6. BEGINNING DAY OF EMPLOYEES VACATION PERIOD

Starting day to be Monday and return to work the following Monday except when Monday is a holiday or non-scheduled day.

7. SELECTIONS FOR CHOICE VACATION PERIOD

Employees will be granted two choices (regular) for prime time vacation by seniority. Both choices are not to exceed a total of 15 days. The PTF clerks will then pick at end of second round by seniority.

After approved vacation list has been posted a form 3971 may be submitted for open vacation slots. These in turn will be honored by seniority with management's approval.

8. JLTRY DUTY AND STATE OR NATIONAL CONVENTION

Jury duty and/or attendance to state or national convention shall not be charged to the choice vacation period.

9. MAXIMUM EMPLOYEES OFF DURING CHOICE PERIOD

Annual leave during prime time will be based on 20% of work force.

10. OFFICIAL NOTICE VACATION SCHEDULE

Vacation requests will be posted by April 15" in addition duplicate leave request will be returned by April 15th.

11. NEW LEAVE YEAR

The employer shall not later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year.

12. APPLICATION FOR OTHER LEAVE

Annual leave other than choice vacation will be granted to one employee on a first come, first serve basis. Seniority will apply if the submission date(s) are the same. Employees must submit their request no sooner than 90 (ninety) days and management will respond approved or denied within 48 hours of submission.

Every possible consideration for leave shall be given to employee for personal emergency. Form 3971 will be submitted in duplicate to management.

13. HOLIDAY WORK

Management will select clerks to work on holiday in the following order:

- 1. PTF clerks to the maximum extent possible, regardless of necessity to pay overtime.**
2. Full-time regular volunteers, by seniority.
3. Full-time regulars who did not volunteer on there holiday or non-scheduled day by inverse seniority.

14. OVERTIME DESIRED

Overtime desired list will be posted each quarter for the regular clerk section

Wherever practicable, wherever good and sufficient reasons exist: Management will excuse employees from working overtime.

Employees will be notified two (2) hours before working overtime when possible.

15. LIGHT DUTY ASSIGNMENTS

Management will make every effort to assign ill or injured deserving employees to assignments within the establishment commensurate with or to the extent of their illness or injury, as documented by medical certificate. Accordingly it is hoped that agreement can be reached with management on light duty assignments for ill or injured clerks within the craft. Light duty will not be available solely because of sex of employee when neither, illness or injury exist.

16. METHOD USED IN RESERVING LIGHT DUTY ASSIGNMENTS

Refer to article 13 section 3 National Agreement

17. IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

Light duty is duty which can be performed by ill or injured employees without creating a hazard to themselves or to other employees. Those duties permitted by the treating physician with management's agreement.

18. REASSIGNMENT OF EXCESS EMPLOYEES

Refer to Article 12 sections 4 and 5 of the National agreement.
Principles of reassignment and Reassignment.

19. PARKING

The existing parking program will remain in effect.

20. ANNUAL LEAVE TO ATTEND UNION ACTIVITIES

Shop Steward/other officers APWU state and/or National Convention will not be charged to choice vacation period. Officers will have the option to choose another prime time vacation period as long as it does not pre-empt any clerk choice vacation period.

21. OTHER ITEMS


- 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.**


22. SENIORITY REAASSIGNNIENTS AND POSTING

- A) Article XXXVII of the National Agreement will govern the posting and what constitutes reposting. Bid Assignments will remain posted for 10 days, unless mutually agreed upon by management and craft representative.**
- B) Senior Flex will replace a regular on Annual or Sick Leave when leave is five days or more.**
- 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 both 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.**

The Memorandum of Understanding constitutes agreement between the South Jersey Area Local APWU and the management of the United States Postal Service at Westville, New Jersey 08093-9998.

This agreement is entered into pursuant to the terms of Article XXX of the 2015 National Agreement signed on between the American Postal Workers Union, AFL-CIO and the United States Postal Service.


SJAL, APWU Representative
(date) 10/24/16


USPS Representative
(date) 11/4/16