## LOCAL MEMORANDUM OF UNDERSTANDING

#### BETWEEN

# U.S. POSTAL SERVICE, WILLIAMSTOWN, NJ, 08094

### AND

# SOUTH JERSEY AREA LOCAL, APWU

- 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 give days with either fixed or rotating days off. There will be a minimum of two jobs with fixed drop days. The option to have fixed drop days will be done by seniority and the drop days will be consecutive.
- 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 ro curtail the operation, take into consideration such factors as:

- a. The degree of emergency as stated by and acted upon by reasonable 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 notify the affected employees by use of the news media, if possible.

### 4. Leave

Local leave program to include: Each employee will submit Form 3971(s) in duplicate no later than May 7. This will be for choice vacation selection and it will be returned to employee no later than May 21<sup>st</sup>. After approval, no swapping of weeks.

- 5. Choice vacation period shall begin on Memorial Day week for a continuous period until the last full week in October. Also including deer hunting week as posted by the N.J. Dept. of Fish and Game for shotgun, Thanksgiving in the week in which it occurs. Also Christmas December 26<sup>th</sup> 31<sup>st</sup>.
- 6. Vacation period for employees will start on Monday.
- 7. Employees at their option may request a second selection during choice vacation period in units of either five (5) or ten (10) days, providing all employees have had an opportunity of obtaining a first choice, as per Article X of the National Agreement.

Management may grant longer periods under special conditions, providing no one is denied first choice and after consulting with Clerks Union.

- 8. The necessity of taking military training or performing jury duty by an employee will not pre-empt him from additionally choosing a vacation period which he would be entitled on basis of seniority. Not changeable to choice period.
- 9. The number of employees to off during the choice vacation period will be 15% of the clerk work force, except for the weeks of deer hunting week, and Thanksgiving. During these weeks only one employee will be permitted.
  - a. 15% of clerk craft

Above and including 1.5 employees warrants two (2) employees off.,

- 10. Management will give notice of approval or disapproval of choice vacation by May 21<sup>st</sup>, by return of duplicate of 3971.
- 11. There will be a posting notifying the employees of the duration of the present leave year. Not later than November 1.
- 12. Leave other than choice period.
- a. Annual leave other than choice vacation period will be granted to an employee on a first come, first served basis. Seniority will apply if submission dates are the 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 time frame then 1 employee will be granted leave. If the submission is less than 4 (four) days of the selected beginning date then approval will be up to management's discretion. Management will respond approved or denied with 48 (forty-eight) hours of submission.
- b Management shall give every consideration of granting annual leave to employees for religious and memorial holidays.
  - c. The objective to be pursued is to grant annual leave whenever practical as

desired by employee at his or her request throughout the year.

- d. Reason for disapproval of 3971 shall be explicitly stated.
- e. There will be minimum of one employee allowed off on annual leave per week/day during other than choice vacation period.
- 13. Management will determine the number and categories by tour and qualification, the employees needed for holiday work, than schedule them to work on the holiday, or day designated as holiday. Employee to be listed by name
  - a. Casuals even if overtime involved.
  - b. Part-time employees even if overtime involved.
- c. Full-time regular volunteer on their designated holiday or holiday by seniority.
  - d. Full-time regular volunteers on non-scheduled work day by seniority.
- e. All full-time employees who did not volunteer to work their holiday or non-scheduled day shall be combined into a single group and selected by juniority in rotating order.
- f. To maximum extent possible, no employee will be compelled to work on his non-scheduled day due to holiday schedule.
- 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 two hours in advance where practical.
  - a. 1. Overtime list 10 hours
    - 2. Overtime list 12 hours
    - 3. Overtime list non-schedule day list
    - 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 in writing anytime during the quarter. The withdrawal will be effective the day after the withdrawal was submitted.
- c. The OTDL will be administered separately for each individual craft covered by the APWU.

- d. The overtime solicitation list 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.
- 18. Re-assignments for sections within installation shall be by seniority within that installation.
- 19. Parking If available, designated spots for Union representative. Improving parking facilities such as security, space, lighting, and any other recommendation should be submitted to local management for consideration.
- 20. Management shall allow one (1) delegate off to attend District, State and National Conventions and shall not be charged to choice vacation period.
- a. Every possible effort shall be made to allow members of the South Jersey Area Local leave to attend local Union meetings and assemblies.
- 21. a. The parties will hold two (Labor Management Meetings per year and also when requested by either party. The notes from these meetings will be signed oo 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
- 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 bidsa both inhouse and through e-reassign to the Local President or his/her Designee upon awarding the job to the successful bidder.
- d. The local union will be given a copy of present seniority listing and also a copy of any new job posting.
- 22. a. Any assignment for which starting time or duration has been changed by more than one (1) hour from original bid starting time, shall cause that assignment to be posted.
- b. Any addition or change in duty assignment up to (50% change) or change in (non-scheduled day) or in (principle) (assignment) area, shall cause said assignment to be posted.
- c. Any re-assignment outside of installation shall be consistent with National Agreement.

### Maintenance Supplement

A. Upon approval and filling said position(2) all items of this Local Memorandum of Understanding will apply where applicable.

B. There will be one maintenance employee allowed off on annual leave per week during choice vacation period.

This Memorandum of Understanding is entered into at the Williamstown Post Office between the representative 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.

12/19/2016