

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, WOODBURY, NJ 08096

AND

SOUTH JERSEY AREA LOCAL, APWU

1. Additional or longer wash up periods.
  - A. **Wash-up: Management shall grant a reasonable wash-up period before lunch and at the end of tour consistent with working conditions.**
2. The establishment of a regular work week of five days with either fixed or rotating days off.
  - A. A regular work week of five days with fixed days off is established.
3. Guidelines for the curtailment or termination of Postal Operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.
  - A. It is recognized by both parties that on occasions, emergency conditions may exist which would be reason for the employer to curtail postal operations. On such occasions, the employer will prior to making a decision on curtailing or not curtailing operations take the following factors into consideration.
    1. The degree of emergency as stated by and acted on by responsible government authorities.
    2. The accessibility of the Post Office to the employees and customers

3. The safety and health of the employees.

- B. In case of acts of God and operations are going to be Curtailed, management will notify the employees of the Woodbury, NJ Post Office and Branches.
- C. In the event of a bomb scare, operations will be curtailed and building emptied until building is proven safe by proper authorities. Management will consult with the Union prior to reconvening work.

4. Formulation of Local Leave Program

- A. A calendar will be posted visible for all employees with prime time selections posted as taken so employees can see what is available. The first five senior clerks must submit their choices by the second Monday of January.
- B. Remaining employees will get the roster in seniority order starting the second Tuesday in January and will be allowed no more than 48 hours to make their selections.

Mutual exchange of prime time selections will not be allowed.

5. Duration of Choice Vacation Period

The choice vacation period is defined as commencing the second full week of May and thru the last full week of September. It is also to include the week in which Thanksgiving falls and the week after Christmas day (Dec 26 – Dec 31).

6. The termination of the beginning day of the employees vacation period(s).

- A. The beginning day of the employees vacation period(s) shall be the second day of the service week as defined in Art. VIII, Sec. 2-A of the National Agreement.
- B. PTFs vacation will run from Sunday to Sunday.

7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

- A. Employees may at their option request one or two selections during the choice vacation period in units of either five or ten days.

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.

B. Except when a valid reason is given, acceptable by both management and the union, employees party to this agreement must exercise fully their chosen vacation period (e.g., deaths, severe family emergencies, extended illness).

C. If a choice vacation period vacation is cancelled in its entirety 10 days prior to the beginning of the leave date, to which all the openings have been taken, it will be reposted in all Woodbury Offices for a period of 3 days for all clerks who have a selection available and have not used all their choice vacation period time by juniority starting with person immediately junior to person turning in leave. **After the juniority clause is met then the available leave will be treated as incidental leave and employees may submit and be approved up to the percentage by seniority.**

8. Whether Jury duty and attendance at the National or State conventions shall be charged to the choice vacation period.

A. Attendance at National or State Conventions shall not be charged to the choice vacation period. Jury duty will not be so charged as per Article XXIV, 2, and Article X, Section 3-F.

9. Determination of the number of employees who shall be granted leave during the choice vacation period.

A. Beginning with the leave year in 1991 NO LESS than 14% of the Clerk Craft shall be granted annual leave during the prime vacation period. This percentage is to be based on amount of employees in the clerk complement as of October 30 of each year while this contract is in effect.

B. EXCEPTION: IF CIRCUMSTANCES PERMIT – MORE THAN THE AGREED PERCENTAGE SHALL BE GRANTED ANNUAL LEAVE.

10. The issuance of official notices to each employee of the vacation schedule approved for them.

A. The completed roster will be posted and accessible to all employees. PS Form 3971 will be maintained and available for review.

11. Determination of the date and means of notifying employees of the beginning of the leave year **by November 1st.**

- A. Consistent with established means of communication of all matters to employees, the date of the beginning of the new leave year will be announced on the date such information is received. The means of communications are:

1. Secured Official Locked Bulletin Boards
2. General Order Books
3. Craft Bulletin Boards

12. Non-Choice Vacation

- A. 9% of the clerks will be granted annual leave during other than the choice vacation period (non-prime time). Leave less than 8 hours will count towards the amount agreed to if such leave is from an employee holding a full time window position. A 3971 must be submitted 3 days prior to leave being approved.
- B. Annual leave application for other than prime time may be submitted at any time after the leave year begins if the desired period is for three days or more. If the desired period is for less than three days, the application for leave will not be accepted sooner than **90 days** in advance of the leave.
- C. If application for said leave is to be denied the 3971 must be returned to the employee within 48 hours. All forms 3971 must be submitted to supervisor in triplicate form and one copy given back to the employee at that time with the supervisor's signature, showing receipt of the 3971.

13. The method of selecting employees to work on a holiday.

- A. Consistent with Article XI, Section 6 of the National Agreement, as many full time and part time regular scheduled employees, as can be spared will be excused from duty on a holiday or day designated as their holiday. The following procedures will be used to accomplish this – these procedures will apply as numerically sequenced.
1. The number of employees and skills required will be determined.

2. **PSEs and part time flexible employees will be scheduled to meet this need, to the maximum extent possible – even if overtime payment is required.**
3. **If the action in #2 does not provide the determined requirements, full time and part time regulars who have volunteered to work will be scheduled when such holiday is part of their regular work schedule. Section is by seniority.**
4. **Next consideration to fulfill this requirement will be given to volunteers whose non-scheduled day is the holiday or designated holiday.**
5. **Qualified non-volunteer full time regulars by juniority.**

**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.**

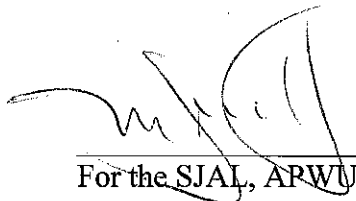
**15., 16., 17. Light Duty**

**The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments.**

- A. No light duty assignments are designated. Gainful employment will be assigned to the extent available and the employee's medically certified capacity to perform.
  - B. The size of the office precludes assigning a specific number of light duties.
  - C. Selected duty assignments which could be identified as light duty are:
    - 1. Forwarding Mail.
    - 2. Sweeping Distribution Cases
    - 3. Interstation Services
    - 4. 3575 files (purge/entry)
    - 5. Training
    - 6. Postal box records
    - 7. Distribution carrier case labeling
    - 8. Postal box labeling
    - 9. Nixies
    - 10. Other duties when deemed consistent with the Service
  - D. Consistent with the National Contract – light duty assignments shall in no way adversely affect normal duties of the regular work force.
  - E. When Craft lines are to be crossed, affected crafts will be consulted.
18. The Identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.
- A. All assignments are considered as comprising one office wide unit.
19. The assignments of employee parking spaces.
- A. Employee parking shall be on a first come first served basis.
20. The determination as to whether annual leave to attend Union activities requested prior to the determination of the choice vacation schedule is to be part of the total choice vacation plan.
- A. Annual leave and/or LWOP for the Local Union President of appointee(s) to attend the State of National Convention requested prior to the choice vacation schedule will not be part of the total choice vacation plan.
  - B. An employee requesting an absence to attend a function held by the Union signatory to this memorandum of understanding shall be granted LWOP to the maximum extent possible.

21. Those other items which are subject to local negotiations as provided in the craft provisions of the National Agreement.
- A. The parties agree to hold two (2) Labor Management Meetings per year and if additional is requested by either party. Notes will be taken and signed off on by the parties.
  - B. Management will provide a bulletin board for the exclusive use of the APWU.
22. Local implementation of the National Agreement relating to seniority, reassignments and posting.
- A. A Seniority list will be prepared and sent to the Local President or his/designee at the beginning of the year and if/when a change occurs.
  - B. Reposting of job is required if starting time is changed more than a one hour radius during the term of this contract.
  - C. When a job duties change by more than 25% the job will be reposted.
  - D. Additions or deletions of a window credit or scheme requirements will cause a job to be posted if occupied.
  - E. 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 Woodbury 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 constituted the entire agreement on matters relating to local conditions of employment.

  
For the SJAL, APWU

6-14-17

  
USPS

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