#### LOCAL MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**

#### U.S. POSTAL SERVICE, SICKLERVILLE, NJ 08081

#### **AND**

#### SOUTH JERSEY AREA LOCAL, APWU

- 1. Wash-up: Management shall grant a reasonable wash-up time before lunch and at end of tour consistent with working conditions.
- 2. The establishment of a regular work week, for full time regulars, will consist of five (5) days with fixed days off. There will be at least three (3) traditional full-time assignments with consecutive 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 requirements and reactions of its customers to the emergency;
  - c. The accessibility of Postal operations and its customers to the employer and employees; and
  - d. The safety and health of its employees and its obligation to its customers.

Prior to taking action to curtail the operations, the employer will notify the union of its decision and plan of implementation

- 4. Employees will submit a form 3971 and these will be honored on basis of seniority. Applications 3971 (for vacations) will commence on March 1 and end on March 31.
- A. Leave chart, accompanied by forms 3971, will be passed from senior employee down. Once choice is made it shall remain.
- 5. The choice vacation period shall begin the first full week in May, for a continuous period until the end of the last full week in October. The choice vacation period will also include Thanksgiving and Christmas week from Dec. 26th thru Jan 1st.
- 6. Clerks choice vacation period will begin on Monday.
- 7. Employees at their option may select up to fifteen (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 take their second selection until all other employees have had an opportunity for their initial selection.
- 8. The necessity of taking military training or performing jury duty by an employee will not pre-empt that employee from additionally choosing vacation period to which they would be entitled to on the basis of seniority.
- 9. There will be a 12.5% of the clerical work force off per week during the choice vacation period.

Any fraction over the whole number will go to the next higher number. Example: at present 11 clerks at 12.5% = 1.375 or 2 off.

- 10. In addition to posting the choice vacation schedule, each employee will receive a copy of the 3971 they submitted approving said vacation.
- 11. The employee shall, no later than November 1st, publicize on Bulletin Boards and other appropriate means, the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.
- 12. Annual leave other than choice vacation will be granted to an 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 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 7 (seven) days of the selected beginning date then approval will be up to management's discretion.

A. It is mandatory upon management that all forms 3971 (application for leave) be returned to the applicant within four (4) working days after receipt. This applies to all forms 3971 submitted to the supervisor personally at least four (4) days in advance in duplicate. The reasons for disapproval of forms 3971 shall be explicitly stated.

### 13. Holiday Scheduling

- A. Management will determine the number of employees needed for holiday work, then schedule them to work on the holiday or designated holiday. (Employees will be listed by name).
- 1. Full time regular volunteer employees on their designated holiday or holiday by seniority.
  - 2. Part time employees even if overtime is involved.
  - 3. Postal support employees (PSE)
- 4. Full time regular volunteers on their non-scheduled work day by seniority.
- 5. Non-volunteers full time regulars on the holiday by juniority in rotating order.
- 14. Regular employees required to work overtime will be in accordance with Article 8, and shall be by section and rout. 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 lit 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. 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.
- 17. a. When it is deemed necessary to cross crafts, before any decision is made there will be consultation with the APWU to determine any possible detriment to the clerical workforce.
- 18. Re-assignments for sections within the installation will be by seniority within that installation.
- 19. Parking If available, assigned 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. Management shall allow a delegate time off to attend District, State and National Assemblies and shall not be charged to the choice vacation period.
- 21. The parties will hold two (2) Labor Management Meetings per year and also when requested by either party. The notes from the meetings will be signed off by both parties.

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, Re-assignment, Posting.

Any full time regular assignment whose starting time is changed more than one hour will require that assignment to be posted. Re-Assignments consistent with National Agreement.

- a. APWU will receive a copy of current and updated seniority list.
- b. 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.

## Maintenance Supplement

All items included within this agreement shall pertain where applicable or otherwise noted. There will be one (1) maintenance employee off per week during the choice vacation period.

This Memorandum of Understanding is entered into at the Sicklerville Post 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, subject to those items which have been submitted to the impasse resolution procedures.

For the SPAT. APWILL

**USPS** 

(date)

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