

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE, WEST BERLIN, NJ

AND

SOUTH JERSEY AREA LOCAL, APWU

Union Recognition

1. 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 Craft bargaining Unions for which each has been certified and recognized at the National Level.
2. All Articles of this agreement shall encompass the APWU crafts party to this agreement.

ARTICLES:

1. Wash-up - Management shall grant a reasonable wash-up time before lunch and at the 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 operation. 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 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 employee; 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. Local leave program to include: Each employee will submit form 3971 no later than **March 20th**. This will be for the choice vacation selection and it will be returned to them no later **April 1st**. Once selected, vacation period will not be cancelled by the employee. There will be no changes in vacation schedules unless agreed to by both union and management.

Every possible consideration for appropriate leave shall be given to employees in situations of personal emergency.

The reasons for disapproval of form 3971 shall be explicitly stated.

Management shall give every consideration of granting annual leave to employees for religious and memorial Holidays, if possible upon presentation of 3971 on a first come, first serve basis.

The objective to be pursued is to grant annual leave wherever practical as desired by the employee at his/her request throughout the year.

5. The duration of the choice vacation period will be from **Memorial Day Week** to the **Second** full week of September **also inclusive of Thanksgiving Week** and the week between Christmas and New Years.

6. The beginning day of the employee's vacation will be Monday, **except for the week between Christmas and New Years**

7. Employees at their option may select up to 15 continuous days leave or split in periods of 5 and 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 National and State Conventions shall not be charged to choice vacation period.

9. The number of employees to be off during the choice vacation period each week shall be one (1).

10. In addition to posting the choice vacation schedule, each employee will receive a copy of the 3971 they submitted approving said vacation **by April 1st**

11. There will be a posting notifying the employees of the duration of the present leave year, **this will be posted by November 1st**

12. Other than Choice Time Vacation.

a) All applications for annual leave or leave without pay (LWOP) for other than choice vacation period will be approved or disapproved within seventy-two (72) hours, Sunday and Holidays excluded, and returned to the applicant. Failure to notify employee within the seventy-two (72) hour limit shall constitute approval of leave. All Form 3971's will be personally handed to immediate supervisor and initialed by supervisor.

1. 3971's will be submitted no more than 90 days in advance except when employee shows just cause such as a wedding invitation or advance reservations slip, etc.

a) A minimum of 1 employee will be granted leave per day upon proper request during the non-choice period.

b) Advance commitments for leave will be honored except in serious emergency situations, at which time the Union will be notified and Management will discuss and receive the Union's consent before taking action. Reasons for disapproval of leave must be well founded.

13. Holiday Scheduling

Management will determine the number and categories of employees needed for holiday work. A schedule shall be posted the Wednesday preceding the service week in which the Holiday falls. The order for scheduling as follows, employees will be listed by name.

1. PSE's - even if overtime is involved.

2. Part-time employees - even if overtime is involved.

3. Full-time regular volunteer - on their designated holiday or holiday by seniority.

4. Full-time regular volunteers on their non-scheduled work day by seniority.
5. Non-volunteer full-time regulars on the holiday by seniority in rotating order.
6. To the maximum extent possible, no employee will be compelled to work on his cut-off day due to holiday scheduling.
14. The overtime desired list as per Article 8, shall be by section and tour. This whole office considered one section.

Management shall post an OTDL solicitation sheet two weeks prior to the start of the quarter for which it is to cover and take the solicitation sheet down one day prior to the start of the quarter.

a) The OTDL will consist of the following sign up choices: 10hr, 12hr and drop day

b) Management will make every effort to notify the employee of the need for overtime at least 2 hours prior to the employee's end tour

c) Management will supply the Local President or his designee with a copy of the quarterly OTDL within 5 days of the solicitation period ending.

15., 16. & 17. Light duty assignments will be addressed following written requests made by the employee, and duties will be contingent upon physical limitations and physician recommendations which management will make every effort to accommodate same, on a temporary case by case basis.

18. Re-assignments for sections within the installation shall be by seniority within that installation.

19. Parking - improved employee parking, more spaces will be investigated through MSC Maintenance.

20. Annual leave requested prior to the choice vacation selection schedule, for Union activities, conventions, etc., will not be a part of the choice vacation plan.

21. Other items subject to local negotiations:

a) The parties will hold 2 Labor Management Meeting per year, more if requested by either party. Notes will be taken at these meetings and signed of on by the parties.

b) Management shall provide a bulletin board for exclusive use by the APWU

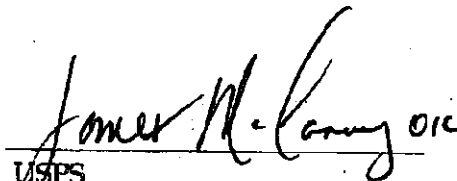
22. Seniority re-assignment posting. Any full time regular assignments whose starting time is changed more than one hour from the original posting will require that assignment to be posted. Re-assignments consistent with National Agreement.

a) A seniority list to be submitted every 6 months to the South Jersey Area Local, APWU, 728 Black Horse Pike, Suite D-3, Blackwood, NJ 08012. This list to include the name, date of office seniority, full or part time flexible.

b) A copy of all job postings and awards is to be sent to the Local President or his/her designee.

This Memorandum of Understanding is entered into at the West Berlin 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 1987 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.


For the SJAL, APWU


USPS

12/9/2016
(date)

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(date)