#### LOCAL MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**

# U.S. POSTAL SERVICE, MARLTON NJ, 08053

### **AND**

# SOUTH JERSEY AREA LOCAL, APWU

- 1. Wash-up Periods. Both parties shall be governed by the National Agreement.
- 2. All full time regular employees will have fixed days off.
- Curtailment of Local Operations.

It is recognized by both parties that on occasions, emergency conditions may exist which would encourage the employer to consider the curtailment of operations. If management should take action to curtail the operations, the employer will notify the APWU designee of its decision.

- 4. Formulation of Local Leave program.
  - a. Annual leave other than the choice vacation shall be granted on a first come, first served basis, if more than one person wants the same date and 3971's are submitted on the same date, seniority will prevail. The objective to be pursued is to grant annual leave wherever practical, as desired by the employee at their request throughout the year. Every possible consideration for appropriate leave may be given to employees in situations of personal emergency
  - b. Every effort shall be made to allow the APWU shop steward of Marlton, New Jersey off to attend APWU Union activities.
- 5. Duration of the Choice Vacation Period.
  First week of May (in which May 1 occurs), thru the last full week in September. Prime time will also include Easter week (in which Easter Monday occurs), Thanksgiving Week and Christmas Week.

6. Beginning day of the Choice vacation.

The beginning day of the choice vacation will be Monday, except for Christmas Week, which will be the period between December 26 and January 1.

- 7. Employee selection of choices during Prime Time.
  - 1. Employees at their option may select up to 15 continuous days leave or split in periods of 5 and/or 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.
  - 2. Upon selection, employee must take the whole week of prime time. Employees cannot work, I, 2 or more days then finish prime time selection. Employees must take the whole week or none at all. If employee desires annual leave (unless emergency situation i.e.: sickness, death, etc.) and that request will negate part of their prime time selection, then that annual leave will be denied. All prime time selections will be used as selected unless there is an emergency situation. The Union will be notified and that selection will be provided to next senior employee on down the list.
  - 3. The following will be this facility's policy on cancellation of prime vacation picks;
    - a. Picks must be returned in full week increments
    - b. Notification of a cancellation must be done at least (4) four weeks prior to the start of the leave
- 8. Jury duty and attendance at National and State Conventions for Union Delegate shall not be charged to the Employees Choice Vacation period.
- 9. The number of employees by craft who shall receive leave each week during the choice vacation period will be 15% rounded to the nearest whole number, but never less than one (1) employee. (.5 moves to the next whole number).

Incidental leave (Days) will be granted during the prime time vacation period up to the amount agreed to (15%) provided requests for leave is submitted at least seventy -two (72) hours in advance of the day(s) requested. (15% incidental leave will include sick leave, COP, and annual leave requested.)

- 10. The employer will post the completed vacation calendar no later than April 10th. All 3971s will be returned to the employees prior to April 10th
- 11. The employer, no later than November 1, will publicize on bulletin boards the beginning date of the new leave 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. Management will respond approved or denied within 48 (forty-eight) hours of submission.
- 13. Holiday schedule shall be as governed by the National Agreement.
- 14. Overtime desired list shall apply as in Article 8 of the National Agreement.
- 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.
- 18. Re-assignments for sections within the installation shall be by seniority within that installation.
- 19. Designated parking space will be made for APWU representative.
- 20. Annual leave to attend union activities requested prior to determination of the choice vacation schedule shall not be part of the choice vacation plan.

21. Labor/Management meetings will be conducted once every 3 months (quarterly), except during the months of July, August and December, at a date mutually agreed on by the local union steward and the employer.

Labor/Management meetings can be postponed if mutually agreed by the local union and management.

The union will submit an agenda one week before the scheduled meeting.

Two copies of the minutes will be taken, one supplied to the local union steward.

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. Management shall post an updated seniority list on the employee bulletin board as required.

Any assignments for which the starting time or duration has been changed by more than one hour from the original bid shall cause that assignment to be posted. If the incumbent accepts the new reporting time, the assignment will not be reposted.

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.

Notice of vacancies involving APWU assignments shall be posted for a period of ten days. APWU may provide a witness to be present at the opening of all bids involving APWU assignments and said witness will present himself at the place where the bids are to be opened as scheduled on form 1710, Notice of Vacancy.

An employee, who has submitted a bid, shall have the right to withdraw, in writing, any time before the closing time of the posting. Every effort shall be made to place the successful bidder in the new assignment within 14 days from the date of posting successful bidders.

This Memorandum of Understanding is entered into at the Marlton 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 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 STAT APIATE

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10/18/16 (date)

*/6/16/16* date)