

**LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. POSTAL SERVICE, SALEM, N.J. 08079
AND
SOUTH JERSEY AREA LOCAL, APWU**

UNION RECOGNITION

In accordance with the provision of Article I, National Agreement the employer recognizes the APWU as the designated exclusive bargaining representative for all employees in the Clerk, Motor Vehicle, Maintenance and Special Delivery Messenger craft bargaining units for which each has been certified at the National level.

1. Wash-up. Management shall grant wash-up time consistent with working conditions.
2. The establishment of a regular work week of five (5) days with fixed days off.
3. Guidelines for curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions shall be such that if said curtailment or termination is affected, local union shall be notified and treated in accordance with the terms and conditions of the National and Local Agreements, applicable laws and regulations.
4. Leave
 - a. No employee shall have their choice of vacation cancelled, provided that employee has sufficient annual leave hours when the vacation begins.
 - b. All employees shall be given an opportunity to select choice vacation.
 - c. It will be the policy of this office to offer full-time employees the choice of annual leave before releasing part-time flexible employees when the volume of mail warrants reduction of any flexible. It is understood that this practice cannot result in overtime payment to the part-time flexible employee or the delay of the mail movement.
 - d. Every possible consideration for appropriate leave shall be given to employees in situations of personal emergency.

- e. Choice vacations must be granted on a seniority down basis.
 - f. Prime time vacations shall be granted in 5, 10 and/or 15 day durations, whichever categories apply.
5. Choice vacation duration will begin Monday of the third full week in May, ending on the first Monday after the first full week in September.
Thanksgiving Week and the week after Christmas (Dec. 26th through Dec. 31st) will also be part of the choice vacation period.
6. Determination of the beginning day of an employee's vacation period.
- a. Choice vacation will begin on Monday.
7. Employees requesting to split their choices for choice vacation (non-consecutive weeks) shall submit one period as first choice and the other period as second choice. Second choices will not be approved until all first choices have been approved. This will be on a seniority basis.
8. Jury duty or attendance at National or State Conventions. If chosen for jury duty or attendance to State or National Convention, during the choice vacation time, it shall not be charged to the choice time vacation period.
9. One clerk shall be off per week during the choice vacation period. Two shall be granted off if the clerk compliment increases to eight (8) or more.
- 10.
- a. Leave schedule for the choice time must be posted by March 31 Form 3971 will be made out and returned to employee.
 - b. Vacation scheduling must be completed by the Supervisor within sixty (60) days after the start of the new leave year.
- 11.
- a. A leave year calendar must be posted for the employees to see what is or is not available for the year.
 - b. The beginning of the new leave year shall be posted by November 1st.
12. Procedure for annual leave, other than choice vacation time.
- a. It is mandatory upon Management that all forms 3971 submitted to the immediate supervisor at least four (4) days in advance.
 - b. Annual leave other than choice vacation, shall be on a first come, first serve basis. There will be a minimum of one clerk allowed off

on annual leave per day/week if practical and consistent with needs of service.

- c. Leave shall be granted by the hour, day, or up to all accumulated leave time.
13. Holiday - This provision provides that as many full-time regular scheduled employees can be spared should be allowed off on a holiday or day designated as the individual employee's holiday. To accomplish this, installation heads should schedule qualified employees to work on a holiday in the following order:
- a. Part-time flexible employees, on a rotating basis, even if overtime is necessary.
 - b. Casual employees, even if overtime is necessary.
 - c. Full-time regulars who have volunteered to work on the holidays.
 - d. Full-time regulars who have not volunteered to work on the holiday.
14. Overtime Assignments - When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work, in accordance with the following:
- a. Two weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their name on an "Overtime Desired" list.
 - b. Lists shall be established by the clerk craft section.
- 15., 16.& 17. Assignment of ill or injured employees.

When an employee becomes disabled, before any decision is made there shall be consultation with the Local Union. Decisions regarding crossing of crafts will not be made to the detriment of the clerk workforce.

- a. Employees on permanent light duty shall be assigned schemes appropriate to their duties.
- b. Employer agrees to make every effort to accommodate all requests for light duty assignments.

- c. Specified days off shall not be assigned until management has consulted with the APWU.
 - d. Light duty assignments will be in the following categories or work areas:
 - 1. Modify the employees present assignment commensurate with physicians recommendations.
 - 2. Project and survey work.
 - e. Management may request documentation for temporary light duty assignments every 30 days or less when practicable.
 - f. Light duty privileges shall not be available solely because of the sex of an employee.
18. Any re-assignments within the installation shall be on a seniority basis.
19. Parking - Management shall to the best extent possible, provide adequate and secure parking on the premises.
20. One employee may attend Union Activities during the choice vacation time. This time will not be charged to the choice vacation period.
21. & 22.
- a. Any assignment for which the starting time or duration time has been changed by more than one hour or the days off have been changed will cause that assignment to be posted.
 - b. Any major additions to bid positions shall require an assignment to be posted unless the incumbent has been in the assignment for one year or more and such change is agreeable to him.
 - c. Notices of vacancies involving APWU assignments shall be posted for a period of ten (10) days or less if mutually agreeable.
 - d. APWU may provide a witness to be present at the opening of all bids involving clerical assignments and said witness will present himself at the place where the bids are to be opened as scheduled on form 1716, notice of vacancy. Bids will be submitted in sealed envelopes. APWU witness will be in no gain status.

- e. In the event the successful bidder fails to qualify upon assignment to a preferred position, the employee shall be notified in writing, if request is made, as to the reason or reasons for such failure.
- f. An employee, who has submitted a bid, shall have the right to withdraw, in writing, anytime before the closing date of posting.
- g. All bid positions, job descriptions, will be issued to the local APWU representative.
- h.. A seniority list must be posted and kept up to date on any deletions or additions and be supplied to the local representative.
- i. Management shall respect seniority among part-time flexibles in assigning duties.
- j. Customer complaints - no disciplinary action to be taken against an employee in unsubstantiated complaints.
- k. There will be one meeting a quarter with management and the APWU representative, except during July, August, and December.
- l. Request for meetings will be in writing by union or management.
- m. Organization or management will submit agenda one week before scheduled meeting.
- n. If business conditions prohibit immediate attention to a problem by a steward. It should be the responsibility of the supervisor who denied permission to notify the steward when "Business conditions" permit leaving his/her work area.
- o. A bulletin board may be place on the main floor and swing room, where space is available, for the use of the APWU only.
- p. The work schedule must be posted on the bulletin board the Wednesday prior to the upcoming work week.

Maintenance Supplement.

- A. Choice vacation time will be consistent with the clerk craft as specified.
- B. One employee will be allowed off during choice vacation time.

C. All other provisions will apply to Maintenance Craft.

This Memorandum of Understanding is entered into at the Salem 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, APWU, AFL-CIO, pursuant to the Local Implementation provisions of the 2006 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.

For the SJAL, APWU

United States Postal Service

(date)

(date)