

**Memorandum of Understanding**  
**Between**  
**The Bergenfield Post Office**  
**And**  
**The National Association of Letter Carriers**  
**Branch #3540**

Item 1. WASH-UP

Each Letter Carrier will be granted reasonable wash-up prior to the end of their tour. Every Letter Carrier working as a Router shall be granted reasonable time for wash-up prior to lunch and reasonable time for wash-up prior to the end of their tour. It is understood that no additional wash-up is being authorized, and that Management will determine what is meant by reasonable.

Item 2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE (5) DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

All full-time Letter Carriers will have rotating days off, unless Labor and Management mutually agree upon exceptions. All such exceptions will be incorporated into a separate Memorandum of Understanding.

Item 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.

The mission of the Postal Service is defined by law. However, due to an "Act of God" and after every effort has been made to carry out its mission, Management may decide to curtail its operation due to local conditions and in the best interests of the safety and health of its personnel.

Item 4. FORMULATION OF LOCAL LEAVE POLICY

- A. The beginning and ending dates of the periods for making selections during the choice vacation period will be March 1<sup>st</sup> through April 1<sup>st</sup>.
- B. A leave chart will be passed through the Letter Carrier workforce, by seniority. Each Letter carrier will indicate their selection(s) for the choice period by submitting a PS form 3971, in duplicate. It will be the Union's responsibility to ensure that all selections are completed by April 1<sup>st</sup>.
- C. All cancelled choice vacations shall be put up for bid upon written notification to Labor and Management. Choice vacation weeks must be cancelled one week prior or they will not be posted for bid. Letter Carriers who have not already had all choice vacation selections approved, shall have first choice in accordance to seniority. If the vacation period is still vacant, then all employees shall be allowed to bid on a strict seniority basis, not to exceed their authorized Annual Leave.
- D. Military leave will not count as part of a Letter Carrier's selection(s) for the choice vacation period. However, it will count against the office's quota for the choice vacation period only.
- E. Management will post the leave chart as soon as it has been completed.

Item 5. THE DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period shall begin with the second (2<sup>nd</sup>) full week of May and end with the fourth (4<sup>th</sup>) full week of September. (20 weeks)

Item 6. DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

The first day of an employee's vacation will be Monday. The vacation will be considered to extend from Monday through Sunday.

Item 7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

Letter Carriers, at their option, may request one (1) or two (2) selections during the choice vacation period in units of either five (5), ten (10), or fifteen (15) days. Total not to exceed ten (10) or fifteen (15) days on the first choice, in accordance with leave earned annually and the provisions of the National agreement.

Item 8. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL AND STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

- A. Jury duty shall not be considered as part of the quota of carriers off during the choice vacation period.
- B. A Carrier attending a National or State Convention during the choice vacation period will be counted in the number of carriers off during that period.

Item 9. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE ANNUAL LEAVE DURING THE CHOICE VACATION PERIOD.

There shall be 14% of the carrier workforce allowed off each week during the choice vacation period. This percentage will be based on the career carrier complement at the time that the choice vacation period begins.

Item 10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEES.

Each Letter Carrier will make their choice vacation selection by submitting a PS form 3971, in duplicate, which will be returned immediately.

Item 11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

Requests for Annual Leave outside the choice vacation period will begin after the choice vacation calendar has been posted.

Item 12. THE PROCEDURE FOR THE SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIODS

- A. All Annual Leave other than the choice vacation shall be awarded on a first come, first served basis. In the event that requests for the same time are submitted on the same scheduled work day, seniority will be the determining factor in granting such requests.
- B. Letter carriers must submit requests for Annual Leave on PS form 3971, in duplicate. The copy of the PS form 3971 will be returned to the Letter carrier indicating approval or disapproval and a reason for disapproval, if applicable. In all requests for leave, if the employee fails to receive a copy of PS form 3971 after five (5) days, he or she must go to their immediate supervisor with the duplicate copy of PS form 3971. The supervisor must make a decision on the request by the end of the employee's tour of duty for that day or the request will be considered granted.
- C. At least seven percent (7%) of the total career Letter Carrier complement will be allowed off each day. Additional employees may be granted at management's option. Fractions higher than .5% shall be rounded upward to the nearest integer. [During the month of December, the minimum number of Letter carriers off above does not apply. However, requests for leave will be considered on a case by case basis. Leave will be granted at management's option.]
- D. Any Letter Carrier with approved annual leave must have enough accumulated annual leave to cover their request at the time it is to take effect. If not, it will be cancelled and other Carriers may apply for this open period.

Item 13. THE METHOD FOR SELECTING EMPLOYEES TO WORK ON A HOLIDAY

- 1. All casual and part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
- 2. All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday --- by seniority.
- 3. Transitional employees.
- 4. All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day --- by seniority.
- 5. Full-time regulars who **do not** volunteer on what would otherwise be their non-scheduled day ---by inverse seniority.
- 6. Full-time regulars who **do not** volunteer on what would otherwise be their holiday or designated holiday --- by inverse seniority.

Item 14. WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND / OR TOUR

The "Overtime Desired" List will be posted by craft.

Item 15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS

The Postmaster shall make every effort to employ letter carriers in their own station or branch for light duty assignments.

Item 16. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED

Management shall not post a duty assignment or revert such duty assignment as a result of Carriers performing light duty work.

Item 17. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

It is agreed that light duty assignments within the stations and branches, for Letter Carriers, may include, but not be limited to:

1. Assisting routes by setting up mail.
2. Re-labeling carrier cases.
3. Re-writing Carrier route books.
4. Coverage of suitable collection routes.
5. Labeling inside of apartment boxes.
6. Training new employees, when training is done at the station level by a craft employee.
7. Answering telephones.

Item 18. THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF THE SECTION

Item 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Item 20. THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.

Leave to attend Union activities requested prior to the determination of the choice vacation schedule will be part of the total choice vacation schedule.

Item 21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

1. The union shall be notified promptly by Management of the appointment of new Letter Carrier employees.
2. A Letter Carrier's safety is important and he shall not be required to deliver mail to any letter receptacle the approach to which is considered unsafe or hazardous.
3. During the month of November, representatives of Management and of the Union will meet for the purpose of discussing Christmas operations.
4. New Letter carriers shall be fully trained on the clock in the proper procedures of the Letter carrier craft.

Item 22. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

1. Article XLI Sec. 3, line O : When a carrier route or full-time duty assignment, other than the letter carrier route (s) or full time duty assignment (s) of the junior employee (s) is abolished at a delivery unit as a result of, but not limited to, route adjustments, highways, housing projects, all routes and full time duty assignments at the unit shall be posted for bid in accordance with the posting procedures in this article.
2. A full time regular carrier called in to work on a non-scheduled day shall work his/her full-time duty assignment provided there is a vacant route on the string to which the utility carrier (T-6) may be assigned. Otherwise, the Letter Carrier working on a non-scheduled day will be assigned where needed, unless mutually agreed to by the carriers involved.

This Memorandum of understanding is entered into on \_\_\_\_\_, at Bergenfield, NJ 07621, between the representatives of the United States Postal Service, and the designated agent of the NALC, Branch 3540, Pursuant to the Local Implementation Provision of the 1998-2001 National Agreement:

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for the United States Postal Service

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for the NALC