



**BRANCH 3540**

Local Memorandum of Understanding

Between

NALC Branch 3540

And

U.S. Postal Service  
New Milford, NJ 07646

## Local Memorandum of Understanding

This memorandum of understanding, entered into on October 30, 1981 at New Milford Post Office, New Milford, NJ 07646 between the representatives of the U.S. Postal Service and the designated agent of the Union signatory to the National Agreement, The National Association of Letter carriers, AFL-CIO pursuant to Article XXX LOCAL IMPLEMENTATION, of the National Agreement dated July 21, 1981 – July 20, 1984. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

### TABLE OF CONTENTS:

Arranged according to the articles or appendix of the National Agreement:

ARTICLE VIII	- WORK SCHEDULES, WASH UP TIME -	..... PAGE 3
ARTICLE X	- CHOICE VACATION PERIOD, VACATION LEAVE PROGRAM, APPLICATION FOR LEAVE OTHER THAN THE CHOICE PERIOD	..... PAGE 4
ARTICLE XI	- METHOD OF SELECTING EMPLOYEES TO WORK ON HOLIDAYS	..... PAGE 5
ARTICLE XII	- SENIORITY, POSTING	..... PAGE 6
ARTICLE XIII	- LIGHT DUTY ASSIGNMENTS	..... PAGE 6
ARTICLE XVII	- LABOR MANAGEMENT COMMITTEE, EMPOYER UNION COOPERATION	..... PAGE 7
ARTICLE XLI	- SECTION 1.C.4 and SECTION 3.O	..... PAGE 8
SIGNATURE PAGE TO THIS MEMORANDUM OF UNDERSTANDING ...		PAGE 9

## **ARTICLE VIII**

### **A. WORK SCHEDULES**

1. Full time unassigned carriers will have work schedules posted to match schedule (s) of the assignment of the employee relieved. Schedules should be posted by the Wednesday prior to the Saturday which starts the unassigned carrier's next service week.
2. All full time carriers shall be on a rotating schedule.

### **B. WASH-UP TIME**

1. Carriers shall be granted five (5) minutes wash-up time each day.
2. In the event a National policy is agreed upon, through arbitration, by the NALC and the USPS, this policy shall prevail.

## ARTICLE X

### A. CHOICE VACATION PERIOD

1. The choice vacation period shall start with the third Monday in May and end with the fourth Sunday in September.

### B. VACATION LEAVE PROGRAM

1. On February 1<sup>st</sup> of each year a vacation list shall be circulated. Each carrier shall have 24 hours (work day) to select his / her first choice for vacation. After the first round of selections has been completed, the list shall be circulated a second time and each carrier may make a second choice for vacation. The vacation list shall be declared closed on March 31<sup>st</sup>.
2. Vacations covered by Item 1 above, shall be awarded by seniority within this office.
3. Vacations covered by this list shall start on Mondays and end on Sundays. Form 1547 must be submitted in duplicate to substantiate. A signed copy of Form 1547 will be given to the employee within five (5) days after the list has been circulated for the second time.
4. Carriers at their option, may request two (2) selections during the choice period in accordance with Article x, Section 2.D.3 of the 1981 – 1984 National Agreement.
5. Four (4) carriers shall receive leave each week during the choice vacation period. Two (2) carriers shall receive leave for each week outside of the choice vacation period.
6. Attendance at National or State Conventions shall not be charged to the choice vacation period.
7. Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule shall not be part of the total vacation plan.

### C. APPLICATION FOR LEAVE OTHER THAN THE CHOICE PERIOD

1. Carriers shall submit Form 3971 for annual leave outside of the choice period. Such application for leave that is scheduled thirty (30) days or more after the date of submission will be approved or disapproved by the supervisor within two (2) weeks of submission.
2. Carriers shall submit form 3971 for annual leave outside of the choice period. Such application for leave that is scheduled within thirty (30) days of application date shall be approved or disapproved by the immediate supervisor within seventy-two (72) hours of the date of submission.

## **ARTICLE XI**

### **METHOD OF SELECTING EMPLOYEE TO WORK ON HOLIDAYS**

The following order of selection will be used:

1. Casuals, even if overtime is necessary
2. Part Time Flexible, even if overtime is necessary
3. Full Time Carriers who have volunteered to work on the holiday or their designated holiday. Volunteers to be selected in accord with seniority. Those selected would be working at the STRAIGHT TIME RATE.
4. All other full time volunteers, if they are scheduled to work and it is what otherwise would be their non-scheduled work day, they will be guaranteed eight (8) hours at the overtime rate in accord with Article VIII, Section 1 and Section 4.
5. Full Time Carriers who have not volunteered and who will be working on what would otherwise be their non-scheduled work day. In the case of such Full Time employees, they will be guaranteed eight (8) hours at the overtime rate in accord with Article VIII, Section 1 and Section 4. The selection will be based on INVERSE SENIORITY.
6. All other Full Time and Part Time Regulars who have not volunteered. The selection will be based on INVERSE SENIORITY.

Negotiated under the provisions of Article XXX, Section B.13

## **ARTICLE XII**

### **A. SENIORITY**

1. Unassigned Full Time Carriers and Part Time Flexible Carriers shall be assigned to cover carrier vacation schedules in accordance with Article XLI, Section 2.B.4 of the 1981-1984 National Agreement.

### **B. POSTING**

1. Letter Carriers applying for a posted assignment shall submit a sealed bid in writing to the designated supervisor. Unsealed bids shall not be accepted and shall be returned.
2. The Branch President or his designee shall be present at the opening of sealed bids submitted for letter carrier assignments. The bids will be opened during the work day.

## **ARTICLE XIII**

### **LIGHT DUTY ASSIGNMENTS**

Light duty will be performed within the Carrier Craft. Assignments will be made on the basis of "as needed" and not on the basis of "make work". Management will make every reasonable effort to provide assignments for carriers who are unable to perform full duty. Cross crafting will be considered where the light duty employee is qualified to perform the duties assigned and that the assignment does not deprive an employee in the Clerk or Custodial Craft of work.

## ARTICLE XVII

### **A. LABOR MANAGEMENT COMMITTEE**

1. A labor management committee will be formed and will meet when a majority of the members so request, but no more frequently than once each postal quarter.

### **B. EMPLOYER-UNION COOPERATION**

1. The employer and Union agree discussions concerning the Carrier craft will be held on an informal basis when necessary. The employer will recognize the President of Branch #4091, NALC or his / her designee for this purpose.
2. If the employer determines that a particular communication having a direct bearing on the Letter Carrier Craft needs clarification, the supervisor in charge shall explain it to the employees involved. This in no way relieves the employee of his obligation to read all posted items as required.

**ARTICLE XLI**

**TEMPORARY ASSIGNMENT CHANGE FOR T-6 OR UTILITY ASSIGNMENTS**

A Full Time Regular Carrier called in to work on a non-scheduled day must be given his / her full-time duty assignment even though the assignment is usually worked by a T-6 or Utility carrier on the Full-Time Regular Carrier's non-scheduled day.

Reference Article # XXX, Section B-21

As provided for in Article XLI, Section 3.O. of the 1981-1984 National Agreement, Branch 4091 requests that the following language become part of their Local Memorandum of Understanding:

“When a letter 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 that unit shall be posted for bid in accordance with posting procedures in this article”.

**Memorandum of Understanding**

This Memorandum of Understanding constitutes agreement between the NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH # 4091 and the MANAGEMENT OF THE UNITED STATES POSTAL SERVICE at New Milford, NJ 07646.

This agreement is entered into pursuant to the terms of Article XXX of the National Agreement signed on October 30, 1981 between the National Association of Letter Carriers, AFL-CIO and the United States Postal Service.

It is understood that those terms currently contained in the previous Local Memorandum of Understanding, not having been deleted and not in conflict with or inconsistent with the terms of the National Agreement have been incorporated in this Memorandum of Understanding.

10-30-1981

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*Signature on file*

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Frank J. Cecco – President, Branch #4091

10-30-1981

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*Signature on file*

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Kevin McEwan- Alternate Steward

10-30-1981

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*Signature on file*

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Ed Morano, Chief Negotiator - USPS

10-30-1981

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*Signature on file*

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Frank Gatto – Postmaster, New Milford, NJ