



BRANCH 3540

Memorandum of Understanding

Between

The Teaneck Post Office

And

The National Association of Letter Carriers

Branch #3540

Item 1. WASH-UP

Each Letter Carrier will be granted reasonable wash-up after casing the route and prior to delivering on the street. Every letter carrier will be granted reasonable time for wash-up prior to the end of their tour.

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 mutually agreed to by Labor and Management.

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 total concern of the employees will receive first consideration in the event of emergency conditions.

The guidelines set forth by the USPS, the advice of civil authorities, the severity of a particular emergency, and the factors surrounding a particular emergency happening will determine the action to be taken at that time.

Emergency conditions such as:

1. Hurricanes
2. Bomb threats
3. Snow and ice storms
4. Civil disorders or natural disasters which are deemed to be hazardous

In the event of a national policy agreed upon by the NALC and the USPS, this policy will prevail.

Item 4. FORMULATION OF LOCAL LEAVE POLICY

1. Dates for Making Choice Period Selections.

The beginning and ending dates of the period for making selections during the choice vacation period will be March 15 through April 30. The first round of bidding will occur between March 15 and April 15. After all carriers have made their appropriate picks of 5 (five), 10 (ten), or 15 (fifteen) days, a second round of bidding will take place for the remaining weeks. This round will occur between April 16 and April 30. Carriers must have enough A/L to cover their picks and only full week bids will be accepted at this time.

2. Method for Making Choice Selections

- A. The leave chart shall be presented throughout the carrier workforce by seniority, and each carrier will indicate his or her selection for the choice period on the chart.
- B. The first 18 (eighteen) carriers by seniority **MUST** be ready to make their prime time picks on March 15. (If non-scheduled, carriers **MUST** be ready the next scheduled day). If the carrier is not prepared to pick on time they will be by-passed.

- C. When carriers are approached to pick vacation, they will have a maximum of 3 (three) days to pick before being by-passed.

2. Cancelled Choice Vacations

- A. All cancellations **MUST** be posted on the Wednesday following the cancellation.
- B. After April 30th all cancellations **MUST** be made no later than Wednesday prior to the start of the vacation week. If not, the carrier will forfeit his right to cancel his vacation pick.
- C. Cancellations **MUST** be posted for bid on Wednesday and awarded on Saturday morning prior to the vacancy. Full week bids will have preference over individual days. After the vacation is awarded the carrier must cancel previously held A/L if needed to cover the picks.

4. Military Leave

Military leave will not count as part of the Letter carrier's selections for the choice period; however, it will count against the office's quota for the choice period.

5. Posting of Scheduling

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 third full week of May and ending with the fourth full week of September.

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

Letter carriers will start their vacation on a Monday and return to work on a Monday following their vacation, unless that Monday is a holiday or a non-scheduled workday, in which case, they will return to work on the Tuesday following their vacation.

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.

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

1. Jury duty will not be considered as part of the quota of carriers off during the choice vacation period.
2. Attendance at Union conventions shall be charged to the office quota. At the beginning of each year when the convention week has been determined, sufficient slots for all eligible delegates shall be withheld for the appropriate week.
3. Attendance at Union Conventions shall be charged to the office quota but not to the attendee's choice vacation selection.

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

There shall be fourteen percent (14%) of the carrier workforce allowed off from the third full week of May through the fourth full week of August.

There shall be nine percent (9%) allowed off from the first full week of September through the last full week of September.

In those instances where computing percent does not result in a whole number and the fractional result is 0.5 or higher, the next whole number shall be considered the correct figure.

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

Each carrier craft employee will submit, following final selection of his or her choice vacation Period(s), Form 3971 in duplicate, filling in all applicable items. A copy, signed by the responsible supervisor, will be returned to each carrier craft employee.

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

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

1. Upon written request for annual leave other than choice vacation periods, the carrier shall be notified of either approval or disapproval by the supervisor in charge no later than five (5) working days after the request has been submitted. Once a carrier application for annual leave other than the choice vacation period has been submitted and not disapproved for five (5) working days, it shall be taken for granted that the leave has been approved.
2. After the submission of applications for annual leave during the choice vacation period have been completed, carriers at their option may submit applications for part or all of their

remaining annual leave. This annual leave shall be granted to eight percent (8%) of the carriers at one time.

3. When two or more carriers apply for annual leave at the same time for the same period the senior carrier will be granted the leave. Otherwise, leave will be granted on a first-come, first-served basis.

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

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

Identification of "Light Duty Assignments" – A "light duty" assignment is any assignment within the physical capability of an employee who is temporarily or permanently incapable of performing his or her normal duties as a result of illness or injury

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

1. One parking space shall be provided in the parking lot for the president of the local NALC.

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.

1. Attendance at Union conventions shall be charged to the office quota. At the beginning of each year when the convention week has been determined, sufficient slots for all eligible delegates shall be withheld for the appropriate week.
2. Attendance at Union Conventions shall be charged to the office quota but not to the attendee's choice vacation selection.

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

1. The employer shall, no later than November 1, publicize on official bulletin board the beginning dates of the new leave year. A copy of this notice will be given to the shop steward.
2. Forms: No forms of any kind are to be given to carriers to sign unless they are official U.S. Government or USPS forms except those for lunch and comfort stops.
3. Meeting Facilities: Available postal facilities for a meeting period either before or after tours of duty will be made available to the Union upon approval of management.
4. Uniforms: the approximate date for uniform changes shall be determined by the joint Labor / Management committee.
5. Bulletin Board Location: The carrier bulletin board will be located in the swing room. When possible, a copy of the Postal Bulletin and Regional Bulletin will be given to the branch president for posting.
6. Higher Level Assignments: The immediate work area for detailing carriers to higher level assignments will be the carrier section only.
7. Policy on the Use of the telephones: Authorized union officials and stewards may use the telephone for local calls, relating to the administration of the National Agreement, permission

must be granted by the immediate supervisor. Telephones may be used during working hours with supervisor's approval for postal business or emergencies.

8. Labor Management meetings: Management shall meet with designated representatives of the Unions on a **monthly** basis except during the month of December. Meeting dates and subject matter are to be mutually agreed upon through an exchange of agenda items. The duration of such meetings shall be sufficient to reasonably review and discuss the agenda items unless mutually agreed to otherwise. Other meetings may be convened as needed by mutual consent.

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.

3. Article 41 (Posting):

- A. All vacant or newly established routes or tours to be posted for a period of not less than five (5) days.
- B. Posting for the purpose of bidding for duty assignments, vacations, etc. in the carrier craft shall be installation wide, which is defined as, Main Post Office any or all sub-stations, parcel post carriers, and carriers performing collections.
- C. In instances where several carrier assignments are posted, a letter carrier may bid for as many assignments as are posted, stating:

First Choice _____
Second choice _____
Third choice _____ etc.

- D. The successful bidder shall not have retreat rights to his or her prior assignment.
- E. Successful bidders for posted vacant assignments shall accept the non-work days that accompany the new assignment.
- F. No assignment will be posted unless the change exceeds three (3) hours.
- G. The successful bidder shall be assigned by the beginning of the new workweek after the closing date of bids, unless on leave, except during the month of December in which he shall be placed on a new assignment the first week in January. New workweek begins on Saturday. Employees on leave shall leave their address with the supervisor in order to be informed of any new bids.

This Memorandum of understanding is entered into on _____, at Teaneck, NJ 07666, 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:

for the United States Postal Service

for the NALC