

LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
USPS Clementon NJ and NALC BRANCH 4623

Postmaster Clementon NJ

President Branch 4623

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on September 29, 2021 between the representatives of the USPS and NALC Branch 4623

ITEM 1- Additional or longer wash-up periods.

Item 1 - Wash up time: It is acknowledged by the parties that all City Letter Carriers at the Clementon Post Office perform dirty work in the office and on the street. Therefore, City Letter Carriers shall be granted eight (4) minutes per day (two (2) minutes in the morning and four (2) minutes in the afternoon) for washing up after performing dirty work and incident to personal needs. This time is in addition to the five (5) minutes daily personal time in the office provided for in the M-41 and M-39 Handbooks.

ITEM 2 - The establishment of a regular work week of five days with either fixed or rotating days off.

All regular Letter Carriers will be on a rotating schedule.

Determination of off day rotations for any future full-time route(s)/assignment(s) and changes to any current full-time route(s)/assignment's off day schedule shall be negotiated between the Postmaster and the Branch President or their designees.

1. A full-time regular carrier called into work on his/her non-scheduled day shall work his/her full-time duty assignment provided there is a vacant route on the string to which the Carrier Technician (T-6) may be assigned. Otherwise the carrier working on a non-scheduled day will be assigned where needed, unless all parties agree otherwise.

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.

- Curtailment of Postal Operations: It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the Postmaster or his/her designee to reduce the level of service. In cases of such emergency conditions, the Postmaster or his/her designee will, prior to making a decision to reduce level of service, take into consideration such factors as:

1 Management will agree for all employees to remain in compliance with the current National Emergency Hotline closure notifications. The current National procedure is for all employees to call the national hotline to receive the necessary closing of facilities by identifying their zip code area. The National Response Hotline will give employees immediate notice of postal facilities that are closed due to an Emergency. Employee cannot rely on media, social media or local newspapers. This is current and national policy not to be developed locally.

2 The accessibility of postal operations and its customers to employer and employee, and the safety and health of its employees.

3 The Postmaster or his/her designee shall notify the Branch President of his/her decision and plan of implementation to curtail and reduce the level of service on the day of.

ITEM-4 Formulation of local leave program.

Installation heads and supervisors are responsible for scheduling and granting leave on an equitable basis. Care shall be exercised to ensure that no carrier is required to forfeit any part of his/her annual leave that exceeds the 55 days (440) hour max carryover.

Each carrier shall be responsible for planning his/her vacation period in accordance with his/her personal desire.

Letter Carriers will select prime choice vacation periods from November 15 through January 30 each year for the following calendar year. Letter Carriers will select based on their seniority/relative standing and will have one working day in which to select their prime choice vacation period(s). The president or his/her representative shall be in charge of the vacation calendar.

Letter Carriers not at work when their name comes up shall be contacted by the shop steward and management to receive prime choice vacation selections from Letter Carrier(s) in this situation.

Carriers wishing to cancel previously approved periods of Choice vacation leave selected between Nov 15- January 30 (in accordance with Item 7) must submit notice of cancellation in writing to his/her immediate supervisor and a copy given to the President. The period shall be posted for bid for three (3) working days and awarded to senior bidder. Thereafter, the available period of annual leave will be awarded on a first-come, first served basis. Submission ties will be awarded by seniority.

Annual leave requests for annual leave during the choice vacation period submitted for periods of time that already have the full quota of Carriers granted leave will be retained and marked Alternative 1, Alternative 2, Alternative 3, etc.

Carrier must have sufficient leave for for leave request, if not, carrier will forfeit the entire week.

Carriers wishing to cancel previously approved periods of other annual leave during the non-choice vacation period must cancel the entire leave request and submit notice of cancellation in writing to his/her immediate supervisor and a copy given to the president.

Annual leave requests for de minimis amounts will not be counted toward the quotas of carriers permitted to use annual leave under items 9 and 12 of this agreement.

ITEM 5 - The duration of the choice vacation period(s).

The choice vacation period will be from February 1 to November 30 plus the week between Christmas and New Year's day of each year. Exception will be made in the month of December. 15% plus two carriers will be allowed off during Christmas week.

ITEM 6- The determination of the beginning day of an employee's vacation period.

A Letter Carrier's vacation will begin on Monday and continue through Sunday. Exceptions shall be granted upon request from a Letter Carrier.

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 two selections by seniority in units of five (5) or ten (10) days, the total not to exceed the ten (10) or fifteen (15) days entitlement under Article 10, Section 3 of the National Agreement.

Letter Carriers may use additional Incidental Annual Leave days in conjunction with their prime choice period vacation if they so choose in accordance with Item 12 of this Local Memorandum of Understanding.

ITEM 8 - Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

Jury duty will not be considered as part of the quota of carriers allowed off during the choice vacation period. If a carrier is called to jury duty during his/her selected choice vacation period, he/she will be allowed another choice selection during a period of his/her choice.

Union leave that requires (5) five or more days off will count toward the complement of carriers off less than (5) five days will not.

ITEM 9 - Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

Not less than 15% percent of the Letter Carrier force (including city carrier assistants) at the Cementon station shall be granted annual leave during the choice vacation period. In those instances where computing the 15% percent does not result in a whole number, and the fractional result is 0.1 or higher, the next whole number will be considered the correct figure. The combination of the choice and non-choice annual leave quota will not exceed 15%.

After all career employees have made their selections for prime vacation dates, eligible City Carrier Assistants will be permitted to select remaining weeks and/or slots in order of relative standing. When a CCA is approved for a week of annual leave the CCA must have a leave balance of at least 40 hours and sufficient enough to cover the leave requested.

ITEM 10 - The issuance of official notices to each employee of the vacation schedule approved for such employee.

The approved vacation list shall be posted on the bulletin board within three (3) working days after the choice vacation selection period closes. Following final selection of their choice vacation period(s), each Letter Carrier will submit a completed PS Form 3971 in duplicate. A copy, signed by the supervisor, shall be returned to each Letter Carrier within 72 hours of submission.

ITEM 11 - Determination of the date and means of notifying employees of the beginning of the new leave year.

By November 1 of each year, a notice will be posted on bulletin boards to notify employees of the beginning date of the new leave year.

ITEM 12 - The procedures for submission of applications for annual leave during other than the choice vacation period.

Refer to item (9) nine for CCAs

Not less than 7.5% percent of the Letter Carrier force (including city carrier assistants) at the Clementon station shall be granted annual leave during the non-prime vacation period on a first-come, first-served basis. In cases where more than one PS Form 3971 is submitted on the same day, seniority will break the tie. PS Forms 3971 cannot be submitted prior to the prime vacation schedule is posted for the calendar year in which the leave is requested. The combination of the prime and non-prime annual leave quota will not exceed 15%. The letter carrier craft will be granted the number of prime vacation choices plus the 7.5% non prime number with a maximum cap of 15%.

Letter Carriers requesting annual leave during the non-choice vacation period must submit PS Form 3971 no earlier than 90 days in advance. Management will indicate on the PS Form 3971 the date and time it was submitted. Management will reply within 72 hours following the submission of the PS Form 3971. If no action is taken by management within 72 hours, the leave request is automatically approved. Leave requested in this manner shall be granted on a first come, first served basis with seniority breaking a tie of more than one carrier submitting a 3971 on the same day.

Item 13 - The method of selecting employees to work on a holiday or designated holiday.

Management shall determine the number and category of employees needed for holiday work and for days designated as a holiday. Management shall schedule employees by the following priorities:

1. Full-time volunteers on non-scheduled day (OT pay) by seniority. (A notice calling for volunteers will be posted five (5) days prior to the Wednesday preceding the service week in which the holiday falls). Carriers on the regular Overtime Desired List will be given priority.
2. Full-time volunteers on holiday or designated holiday (holiday pay) by seniority. (A notice calling for volunteers will be posted five (5) days prior to the Wednesday preceding the service week in which the holiday falls).
3. Part-time flexible employee volunteers by seniority to the maximum extent possible, even if the payment of overtime is required. (A notice calling for volunteers will be posted five (5) days prior to the Wednesday preceding the service week in which the holiday falls).
4. City Carrier Assistant volunteers by relative standing to the maximum extent possible, even if the payment of overtime is required. (A notice calling for volunteers will be posted five (5) days prior to the Wednesday preceding the service week in which the holiday falls).
5. City Carrier Assistant non-volunteers by inverse relative standing to the maximum extent possible, even if the payment of overtime is required. (A notice calling for volunteers will be posted five (5) days prior to the Wednesday preceding the service week in which the holiday falls).
6. Part-time flexible employee non-volunteers by inverse seniority to the maximum extent possible, even if the payment of overtime is required. (A notice calling for volunteers will be posted five (5) days prior to the Wednesday preceding the service week in which the holiday falls).
7. Mandatory overtime, employees on non-scheduled day, with inverse seniority.
8. Mandatory holiday, employees on holiday or designated holiday, with inverse seniority

ITEM 14- Overtime Desired List:

A section shall be identified as each individual station and the Overtime Desired list will be maintained by seniority. In order to ensure equitable opportunities for overtime, overtime hours worked and only opportunities verbally offered shall be recorded by supervisors daily and posted on the bulletin board each week. A chart listing employees by seniority will be maintained. Overtime verbally offered and excused will be circled on the chart.

ITEM 15 - 17 - The number, method, identification and procedures for light duty assignments.

1. It is agreed by and between the U.S. Postal Service, Clementon NJ and Branch 4623, NALC, that the following terms and conditions represent the basic understanding of the parties as to assignments of ill or injured employees to light duty assignments for the period of this Agreement.

2. Light duty requests will be submitted in writing to the installation head with medical documentation included. Light duty requests shall be acted upon in a timely fashion (within two working days except when the request is received on Friday the deadline shall move to Tuesday, unless it is a Holiday Weekend when the deadline shall move to Wednesday). Light duty shall be provided to city letter carriers to the extent possible, within the limitations provided by the carrier's physician. The Postmaster or his/her designee shall notify the President of NALC Branch 4623 in writing of any and all light duty requests and the disposition of said request the same day the decision is made. In the event a Light Duty Request is disapproved, the reason for disapproval shall be stated in the written notification to both the employee and the President of Branch 4623. Light duty assignments within the city Letter Carrier craft consist of, but are not limited to, casing mail, (own route on regular scheduled days) auxiliary route(s), relabeling letter cases, rewriting carrier route books, curbside deliver assistance, delivery of express mail, delivery of accountable mail and CBU delivery.

3. Sick leave balance will not be a factor in granting light duty

4. The Postmaster shall make every effort to employ Letter Carriers in their own station(s) or branch(s) for light duty assignments.

ITEM 18 - The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.

It is agreed that the Clementon NJ Post Office and its stations and branches shall be known as an installation both 08021 and 08091

ITEM 19 - The assignment of employee parking spaces.

The Clementon Post Office will continue to furnish free parking for all Letter Carriers in the Clementon Post Office. Parking will be on a first-come first-served basis, in the designated area for craft employees. An exception shall be made for the president, shop steward(s), and alternate shop steward(s). The Employer shall provide designated parking spaces as close to the employee entrance of the Post Office as possible in each Station/Branch of the Installation for these individuals.

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 requests to attend union activities such as training sessions, district meetings, regional assemblies, rap sessions, national conventions, etc. submitted prior to the event will not be a part of the total choice vacation period quotas and will not be denied. Union leave that requires (5) five or more day off will count toward the compliment of carriers off, less than five days will not.

ITEM 21 - Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.

If, on a T-6 tour, there is more than one open route open on a day and there is no PTF or CCA on a hold down, the T-6 can choose any open route on his T-6 tour.

ITEM 22- Local implementation of this Agreement relating to seniority, reassignments and posting.

POSTING/BIDDING

1. Bidding for vacant assignments in the craft will be restricted to Letter Carriers in the Clementon Post Office, with seniority being the determining factor.
2. In instances when several assignments are posted, a Letter Carrier may bid on as many assignments as are posted, stating his/her preference in the following order: 1st choice, 2nd choice, 3rd choice, etc.
3. Letter Carriers applying for an assignment shall submit a bid in accordance with the provisions as outlined in the National Agreement.
4. The successful bidder shall be placed in the new assignment within fifteen (15) calendar days of the closing date of the bid. For those routes bid in December, the successful bidder shall be placed in the new assignment within seven (7) working days in January.
5. A copy of each posting will be sent to the President of Branch 4623.
6. In January and June of each year, a carrier roster by seniority will be posted .
7. When a Letter Carrier route or full-time duty assignment other than the letter carrier route(s) or full-time assignment(s) of the junior employee(s) is abolished at a delivery unit as a result of: but not limited to, route adjustment, highway, housing projects, all routes and full time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.
8. Posting Opting/Holddown Opportunities:
 1. Management shall post all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more.
 2. Full-time reserve, unassigned regular, and part-time flexible, and city carrier assistants Letter Carriers may indicate their preference for such assignments until on the Wednesday before the assignment commences. Before the assignment commences, the senior carrier having indicated his/her preference shall be notified that he/she is awarded the assignment.The above shall not apply when assignments become available upon less than seventy-two hours notice. In such circumstances, management shall inquire as to the preference of each employee and award the assignment to the senior employee who indicates a preference. A Letter Carrier who has selected a craft duty assignment by exercise of seniority shall work that duty assignment for its duration.