

Atlantic City, New Jersey  
NALC/USPS Local Agreement  
2016-2019

This Memorandum of Understanding is entered into between the representatives of the Atlantic City Post Office and NALC Local Branch 370 pursuant to the Local Implementation Provisions of the 2016 National Agreement. Each party has affixed his name to this page and has initialed each remaining page.

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## **2016-2019 Local Memorandum of Understanding (LMOU)**

### **Item 1:**

*Carriers who perform dirty work or work with toxic materials shall be granted two (2) five-minute wash-up periods during the tour. One immediately before eating lunch (not to include the normal lunch period) and one before clocking off.*

### **Item 2:**

*All Full-Time Regular carriers will have a rotating day off. All Full-Time Collection carriers will have Saturday and Sunday off.*

### **Item 3:**

*It is recognized by both parties that on occasion emergency conditions may exist which cause management to consider the curtailing of services such as weather extremes, civil defense alerts, bomb scares, no heat in winter, no lighting, or excessive temperatures. In such cases management will take into consideration the following factors in which they are presented:*

- A. The safety and health of the employees*
- B. The degree of the emergency as stated by and acted upon by responsible governmental authorities.*
- C. The requirements of its customers.*

*Once management has determined the action to be taken, where practicable, management after consultation with the union will determine the implementation of such action.*

**Item 4:**

- A. Carriers who become ill while on choice annual leave shall be allowed another selection during the choice period not to exceed **Item 9**.
- B. All approved cancellations of choice annual leave shall be reposted. Selection is limited to those employees denied choice annual leave during the period on Form 1547, providing cancellation is made two weeks prior to the schedule for that period. Employee contending will produce original copy of Form 1547.
- C. Carriers authorized to cancel choice leave shall receive another selection in the choice period not to exceed **Item 9**.
- D. Any employee transferring from one unit to another shall be granted his/her annual leave as chosen in his/her/ former unit.
- E. That 10% of the letter carriers assigned to the installation be allowed off for intermittent (non-prime) leave.

**Item 5:**

- A. Choice vacation leave shall be scheduled between May 1st and September 30th and shall include the weeks of Thanksgiving and Christmas.
- B. After completion of the Choice vacation selection approvals, a second round will be given at the Intermittent level covering the periods of January 1st thru November 31st plus Christmas week. This second round will allow for individual days to be picked with the exception of no more than two consecutive Saturdays to be picked as individual days. If an individual day of the week reaches the Intermittent level for vacations then that week will be blocked out for further weekly picking. However, the other individual days of that week will still be open until they reach the Intermittent level.

**Item 6:**

*Choice Annual leave shall begin on Monday*

**Item 7:**

*Employees, at their option, may request two selections during the Choice vacation period as outlined in Article 10, Section 3, of the National Agreement.*

**Item 8:**

- A. *The week that the NALC National Convention is held shall be restricted to the delegates of Branch 370 and will be at the Choice time picks level. Any vacancies left after all delegates are assigned shall be opened to all in order of seniority.*
- B. *The week of the New Jersey State Association of Letter Carriers Convention shall be restricted to the delegates of Branch 370 not to exceed the Choice time picks level.*
- C. *Leave shall be restricted to the delegates of Branch 370 during the week of the Congressional Breakfast and not to exceed the Choice time pick level.*
- D. *Normally, jury duty, union activities, and attendance at National or State conventions shall not be charged as choice or picked vacation period.*

**Item 9:**

*15% of letter carriers earning 120 hours or more assigned to this installation be guaranteed up to three weeks of bid annual leave during the Choice period.*

*Those earning less than 120 hours will be granted up to two weeks of bid annual leave during the Choice period. Exceptions to this are noted in **Item 8**.*

*(0.5 and above to be carried to higher whole number, below 0.5 is to be carried to lower whole number.)*

**Item 10:**

*Form 1547 shall be issued to each carrier with the written instructions on how to complete form by the 15th of November. Carriers shall complete and return completed form within 30 days after issuance. Upon approval of leave, all selections will be entered into the leave calendar book which will be kept in a place easily available for all to view.*

1. *Annual leave selections will be based on seniority.*
2. *This annual leave program will be administered jointly by management and the union.*

**Item 11:**

*The beginning date of the new leave year shall be posted on the bulletin board by November 1st.*

**Item 12:**

*Form 3971 will be submitted up to 60 days prior to the beginning of the service week during which leave being requested and no later than Monday at 4pm preceding desired service week. Written reply of approval or disapproval must be given to the requesting employee no later than 72 hours following the submission of Form 3971. The form must include the signature of the receiving supervisor and the date accepted. If no response is given within 72 hours the leave is deemed approved.*

**Item 13:**

*Management will select carriers to work on holidays in the following order:*

- 1. PTF's*
- 2. Full Time Regular volunteers by seniority.*
  - a. Ten days prior to the posting of the holiday schedule, management shall supply each carrier with a check off form on which carriers will denote their desire to work or not work on their holiday or designated holiday or non-scheduled day. This form will be turned in to management no later than the Monday preceding the Wednesday posting of the holiday schedule.*
  - b. It is the responsibility of the employee on leave to notify management of their desire to work on their holiday, designated holiday, or non-scheduled day coinciding with the holiday.*
- 3. CCA's*
- 4. Full Time Regulars nonscheduled and holiday people by inverse seniority.*

**Item 14:**

*Overtime Desired List shall be by the office or branch.*

**Item 15:**

*It is understood that providing light duty assignments to those employees eligible for such an assignment is beneficial to both employee and management. Therefore, employees have an obligation to attempt to return to work as soon as possible following an absence due to illness or injury, even though he/she may only be able to perform light duty and management has an equal obligation to attempt to provide such assignments.*

**Item 16:**

See *Item 15*.

**Item 17:**

*Carrier's light duties shall be comprised of the following:*

1. *Casing Mail*
2. *Assisting in carrier duties*
3. *Training new employees*
4. *Make labels for carrier cases*
5. *Update route books*
6. *Cover suitable collections*
7. *Deliver Express Mail*
8. *Develop leads for Customer Connect Program*
9. *After exhausting the above light duty assignments, other duties will be assigned by management.*

**Item 18:**

*The installation shall be considered one section for determination of excess needs.*

**Item 19:**

*There shall be four parking spots allocated and marked as official NALC parking spots to be assigned by the local Branch 370 President.*

**Item 20:**

*Annual leave for one union delegate to attend union activities requested prior to determination of the Choice vacation schedule will not be part of the Choice vacation plan.*

**Item 21:**

- A. *Article 41.1.A.5 assignments will be posted when there's a change in starting time of more than one hour.*
- B. *Article 41.3.O incorporated into this Local Memorandum without modification.*
- C. *A Full-Time Regular carrier that is called in on their nonscheduled day may bump the T-6 and work their own assignment as long as there is another vacant route on the T-6's string, except as provided for in Article 41.1.C.4*
- D. *Up to three persons designated by Branch 370 will be allowed off to attend official Union functions provided a 30 day notice is given and does not exceed the compliment.*
- E. *A PTF or CCA on a hold down assignment can be bumped by a regular carrier.*
- F. *Provided a two day notice is given, a T-6 may be bumped by a regular carrier called in on his day off to another office where his string covers more than one office.*
- G. *Any carrier on a temporary T-6 hold down can be bumped off their assignment by the regular carrier on the route.*

**Item 22:**

- A. *Bidding shall be installation wide for duty assignments.*
- B. *Notice shall remain posted for ten calendar days on all notices of bids.*
- C. *All bids shall be opened in the presence of an NALC official or a designee of Branch 370.*
- D. *A bid log for preferred assignments will be maintained at both branch offices. Bid cards from employees in branches will be dispatched to main office via official mail route.*
- E. *Carrier who are not present for the entire Overtime Desired List posting period shall be permitted to put their names on the list the first day they return to work.*
- F. *Carriers who were on limited or light duty shall be permitted to put their names on the Overtime Desired List on the first full day that they are deemed fit for duty.*
- G. *Carriers who change assignments via Form 1717, or any replacement form, shall be allowed to put their names on the Overtime Desired List within the first three days they assume their new assignment.*

**Item 23:**

- A. *Two (2) spots shall be made available every work day throughout the year for CCA leave. There is no distinction between choice and non-choice for CCAs.*
- B. *The period of time consisting of the first Sunday after the Veteran's Day Holiday thru December 31st shall be excluded from the dates available for CCA leave.*
- C. *In order to have annual leave dates approved, the CCA must have proper amount of annual leave available for the dates requested.*
- D. *Once a date has two (2) CCA's off that date is considered closed and not available to any other CCA to choose for annual leave.*
- E. *The CCA 5 day break in service shall count towards the slots available for CCA Leave.*
- F. *At or around the same time, but no later than December 31st, that Regular Full Time carriers choose their leave for the upcoming leave year, CCA's shall be afforded the opportunity to submit their choices for annual leave.*
- G. *During this round of leave selection, any CCA who is past their 90 day probationary period will be handed a form to fill out with instructions on how to choose their desired dates.*
- H. *They may select any 5 days, be it consecutively or separately, throughout the year, excluding the above date range.*
- I. *This shall be done by the CCA relative standing list.*
- J. *Form 3971 can be submitted for intermittent leave requests.*
- K. *The request can be submitted at any time but no later than the Tuesday preceding the week in which they are requesting leave. There is no 60 day rule as found in LMOU **Item 12** for CCAs.*
- L. *Form 3971 must be handed back to the requesting CCA, in person, indicating approval or disapproval no later than 72 hours after it was submitted or leave is deemed approved.*