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This Memorandum of Understanding is entered into on November 1, 1991, at Bayonne, NJ, between the representatives of the United States Postal Service, and the designated agent of the N.A.L.C. Merged Branch # 38, pursuant to the Local Implementation Provision of the 1990 National Agreement with the Association of Letter Carriers.

*[Handwritten Signature]*  
For the United States Postal Service

*[Handwritten mark]*

For the Union

*[Handwritten Signature]*

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Item 4. Formulation of local leave program.

- A. Choice vacation program shall be implemented on the 2nd Saturday in February.
- B. Employees will be given Form 1547 on Saturday and will return form on the following Friday. If Friday is a Holiday, form will be returned on Thursday, the day before the Holiday. Failure to do so will result in the employee losing his/her vacation pick seniority and will thereby be placed at the bottom of the pick list. Upon approval of choice vacation period, employees are required to submit a PS Form 3971 for all approved picks to his/her supervisor. Supervisor will retain all PS Form 3971 until the Friday prior to the start of the employees vacation pick at which time the supervisor will approve/disapprove leave request based on the employee having sufficient annual leave to cover the request. If Friday is a Holiday, PS Form 3971 will be approved/disapproved on Thursday, the day before the Holiday.
- C. If an employee returning his leave pick finds that his/her choice has already been selected, shall receive another form for another choice in the following group to receive their pick or choices, not to exceed the maximum number of employees permitted off.
- D. If an opening occurs in the choice vacation period after all selections have been made, based on seniority established, any carrier who has not already selected or had his/her maximum time may bid.
- E. If an opening period described in Item 4 D, is not or cannot be selected, the period shall then be available based on seniority as established to an employee who changed his/her choice vacation period from annual leave to sick leave.
- F. Any carrier who refused his pick in the choice vacation period while there are still openings available to them, shall not be able to bid on other future cancellations until every carrier has had an opportunity to choose his/her vacation. Then and only then will a carrier who did not make a pick be eligible to make a bid on openings left. Seniority shall be the determining factor.

- G. All returned vacations must be turned back 14 days prior to the start of the vacation pick. This will apply only during June, July, August or when a week is closed out. Failure to do the above will make the carrier take the selection. Emergency is the only excuse.
- H. All cancellations shall be posted immediately for 7 days or less in case of emergency cancellation.
- I. Employees who have over the maximum allowable time should notify the employer prior to the first of April of this selection of excess time.
- J. Any employee who wishes to retain up to 55 days maximum allowable leave must notify the employer on the bottom of Form 1547 or in writing.
- K. No carrier shall be called into work while on annual leave.
- L. Part-time Flexible may be required to work the Sunday prior to the start of his/her vacation period. However, part-time flexible carriers will not be required to work the Sunday succeeding the start of his/her vacation period.
- M. Annual Leave for the choice vacation period is at the option of the employee on an office-wide seniority basis.

Item 5. Choice Vacation Period.

- A. The choice vacation period shall be from the 3rd full week in May through the 3rd full week in October.

Item 6. Beginning Day of Employees Vacation Period.

- A. Vacation week will be Monday through Sunday.

Item 7. Selections During Choice Period.

- A. Letter carriers, at their option may request one or two selections during the choice vacation period in units of 5, 10 or 15 days. Vacation cannot be split in July or August.

Item 8. Jury Duty and Convention Time.

- A. Jury Duty, Military Leave and/or Convention leave shall not be counted against the employees choice vacation period. However, any employee notified or designated to any of the aforementioned functions must notify the employer immediately.

- B. Management agrees to allow if possible up to 2 additional employees off to attend the 1990/1993 National Convention if conditions so warrant. The Union, prior to vacation scheduling, must notify the employer of the dates and the number of delegates to the National Convention.

Item 12. Application for Annual Leave other than choice.

- A. Management will establish a vacation plan that projects the number of employees who may be permitted off per week during the non choice vacation period. This will be determined by dividing the total number of carrier employees Annual Leave weeks earned for the year (minus the weeks already scheduled during choice vacation) by the total number of weeks in the non choice vacation period.

The aforementioned formula shall be applied, on a yearly basis, prior to the start of the selection period, to determine the number of employees allowed off.

- B. Selection for non choice vacation time shall be in increments of five (5) days, (5 days, 10 days, 15 days, etc.)
- C. The period from the first full week of January thru the second full week in May, and the fourth full week in October thru the last full week in December are designated as non choice vacation periods.
- D. The first bidding period shall commence on the 3rd full week of October thru the last full week in November.
- E. Employees will be given Form 1547 on Saturday and will return form on the following Friday. If Friday is a Holiday, form will be returned on Thursday, the day before the Holiday. Failure to do this will result in the employee losing his/her vacation pick seniority and thereby placed at the bottom of the list. Upon approval of choice vacation period, employees are required to submit a PS Form 3971 for all approved picks to to his/her supervisor. Supervisor will retain all PS Form 3971 until the Friday prior to the start of the employees vacation pick at which time the supervisor will approve/disapprove leave request based on the employee having sufficient annual

leave to cover the request. If Friday is a Holiday, PS Form 3971 will be approved/disapproved on Thursday, the day before the Holiday.

- F. A 2nd bidding period for non choice time vacation will be the last 2 full weeks in September. Carriers may submit PS Form 3971 for Annual Leave for the remaining open weeks in the non choice vacation period for that calendar year up to the maximum allowable amount of employees off per week. Bids will be awarded by seniority. Bids to be awarded if sufficient Annual Leave is available. Shop Steward is to verify employee's leave hours.
- G. All cancellations shall be posted immediately for 7 days or less in case of emergency cancellation.
- H. Subsequent request, not previously bid prior to the beginning of the non choice vacation period and request for multiples of less than five (5) days ( DAILY REQUESTS) will be considered dependent upon the availability of man-power. Decisions of these requests must be within three (3) days.
- I. It is therefore incumbent on each employee to schedule his/her vacation properly to avoid the possibility of forfeiture of annual leave. This will be the employee's responsibility.
- J. Management shall approve/disapprove annual leave requests, PS Form 3971 immediately or not later than three (3) days after receipt of request. Employees who submit duplicate PS Form 3971 directly to their supervisor will receive one of the completed forms for their records. No PS Form 3971 shall be submitted more than 6 weeks in advance unless conditions so warrant based on equity.

Item 13. Holiday Schedule

The following procedures will be followed to comprise the Holiday Schedule:

- A. All Part-Time Flexible and Casuals even if overtime is required.

B. All Holiday and designated Holiday men who have volunteered to work by seniority.

C. Overtime Desired List

D. Full Time Regulars who are not on the Overtime Desired List on their non-scheduled day by inverse seniority.

The aforementioned will comprise the Holiday schedule. Schedule will be posted, in the event that additional manpower is required after the schedule has been posted the following shall be applied:

E. Overtime Desired List (EMPLOYEE'S DESIGNATED HOLIDAY)

F. Full Time Regulars who are not on the Overtime Desired List on their non-scheduled day by continued reversed seniority.

G. Holiday men who did not volunteer off the Overtime Desired List by inverse seniority.

Item 14. Whether Overtime Desired List in Article 8 shall be by section or tour.

A. Regular Carriers, including Parcel Post carriers.

B. Regular router carriers.

Item 15. Assignment of Ill or Injured Employees

A. Light duty assignments shall be handled in the same mutually agreeable manner as in the past.

B. In an office the size of Bayonne there are not temporary or permanent light duty assignments. However, it has always been the practice to give ill or injured employees as much work as possible, consistent with his impaired abilities, and the needs of the service.

Item 21. Other Items Craft Negotiations

A. Section 3.0 of Article XL

- B. A T-6 will move outside his/her group if there are no routes available within his/her group. In the event that there are two or more open routes in his/her group the T-6 will be placed on a open route without displacing a PTF on a Holddown. If there is only one route available and it is being helddown by a PTF the T-6 may displace the PTF.

Item 22. Posting.

- A. Vacancies shall be posted individually as they occur and shall be posted for a period of 7 calendar days.

- B. Copies of the posted assignments will be furnished to the Union. Management will post vacancies on the upstairs and downstairs bulletin boards.

- C. When an opening occurs within any or all groups the designated day off for that particular job description shall be put out for bid within the respective groups and the day off left shall go with the job to be posted.

**UNITED STATES POSTAL SERVICE  
BAYONNE NEW JERSEY 07002-9998**

**DATE: OCTOBER 17, 2000**

**SUBJECT: AMENDMENTS TO LOCAL MEMORANDUM OF  
UNDERSTANDING**

**ITEM 4. CHOICE VACATION PROGRAM SHALL BE IMPLEMENTED  
ON THE 2<sup>ND</sup> SATURDAY IN JANUARY.**

**ITEM 5.**

- A. THE CHOICE VACATION PERIOD SHALL BE FROM THE  
LAST FULL WEEK IN MAY THROUGH THE 2<sup>ND</sup> FULL WEEK  
IN OCTOBER.**

**2001 DATES: MAY 28, 2001 – OCTOBER 13, 2001**

- B. EASTER WEEK, FOLLOWING EASTER SUNDAY AND  
CHRISTMAS WEEK FOLLOWING CHRISTMAS DAY  
WILL BE CHOICE VACATION WEEKS.**

**2001 DATES: EASTER – APRIL 16 - 21, 2001**

**CHRISTMAS – DECEMBER 24 – 29, 2001**

  
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