

LOCAL MEMORANDA OF UNDERSTANDING

Between the

MANAGEMENT OF THE  
FLORENCE POST OFFICE

And

BRANCH No. 380

NATIONAL ASSOCIATION OF  
LETTER CARRIERS

1990 - 1994

# ARTICLE I

## Union Recognition

**SECTION 1.** The agreements reached herein through negotiations between Management and Branch 380 are entered into to supplement the nationally negotiated Working Agreement of July 21, 1987, and constitute Memorandum of Understanding between Florence, New Jersey Post Office (herein called Management or Employer) and the following labor organization (herein called Union or Branch 380) on local personnel policies and practices and local terms and conditions of employment:

National Association of Letter Carriers,  
AFL-CIO, Branch 380

**SECTION 2.** This Memorandum of Understanding covers all carriers of the Florence, New Jersey Post Office in installations and facilities for which the National Association of Letter Carriers, AFL-CIO, has been recognized as the national exclusive bargaining representative at the National Level with respect to wages, hours of employment, unless otherwise superseded by terms of the National Working Agreement of July 21, 1987.

**SECTION 3.** The following employees in the unit represented herein are not covered by this Memorandum of Understanding:

Those employees specified in Article 1, Section 2 of  
the National Working Agreement of July 21, 1987.

**SECTION 4.** Installation as used in this Memorandum of Understanding is construed to mean the Florence, New Jersey Post Office and its Stations and Branches.

## **ARTICLE III**

### **Curtailement of Mail**

It is recognized by both parties that on occasion, emergency conditions such as weather extremes, Civil Defense alerts, bomb scares, civil strife, power failure, equipment failures, etc., may exist which would cause consideration to the following factors in order:

- a. The safety and health of the employees
- b. The degree of emergency as stated by and acted upon by responsible governmental authorities.
- c. The requirements of its customers.

Management, after meaningful discussion with the Union, will determine what appropriate action will be taken.

## **ARTICLE VIII**

### **Hours of Work, Overtime, Holiday Pay and Work Schedules**

**SECTION 1.** Fulltime Regular Letter Carriers who work their non-scheduled day shall work their own route.

**SECTION 2.** All part-time flexible carriers will share equally in work hours, as nearly possible.

**SECTION 3.** Part-time flexible carriers will ring on the clock at the time scheduled on the worksheet.

**SECTION 4.** Part-time flexible carriers may request to be assigned when holidays involve two consecutive days.

### **Overtime Desired List, By Section And/Or Tour**

Overtime Desired Lists shall be by station.

Two Overtime Desired Lists will be maintained by management:

1. Overtime List for non-scheduled days.
2. Overtime List for other hours worked.

### **Wash Up Periods**

Article VIII, Section 9, provides reasonable wash-up time for a letter carrier who performs dirty work. It is the position of the U.S. Postal Service that any letter carrier should be granted such time as is reasonable and necessary for wash-up after performing dirty work or incident to personal needs as currently established.

# **ARTICLE X**

## **Leave**

**SECTION 1.** In the event a carrier's First, Second, and Third choice is denied, Management will make a reasonable attempt to contact them regarding their choice before the carrier behind them is considered for their first choice.

**SECTION 2.** Requests for emergency annual leave due to death in the immediate family, shall be granted. Requests for all other emergency annual leave shall be subject to the approval of the Station Manager, or designee, and only on a day-to-day basis, unless a longer period of time is authorized originally.

## **Local Leave Program**

- A. The choice vacation period shall be the second full week in May through the last full week in September.
- B. All weeks not covered above between the four periods shall be put into either period on either side, except for the choice period, at the discretion of management.
- C. Those that request a week or weeks during vacation periods have preference over days or hours.
- D. No partial cancellation of a full week's vacation shall be granted.
- E. Employees applying for vacation periods may submit such application in duplicate on Form 1547. A copy, signed by the supervisor, will be returned to each carrier.

## **Charging Convention and Jury Duty Attendance to Choice Period**

Jury duty shall not be charged to the choice vacation period. Delegates to the State Convention shall not be charged to the choice vacation period. Delegates to the National Convention shall not be charged to the choice vacation period provided the National Convention is held between July 1 and August 15. All delegates to State and National Conventions shall have priority over seniority for Annual Leave.

## **Determination of the Date and Means of Notifying Employees of the Beginning of the New Leave Year**

No later than November 1 of each year, management shall notify all craft employees of the beginning of the new leave year. This information shall be posted on all station bulletin boards. Branch 380 will also notify employees in their monthly bulletin.

## **Submission of Applications for Annual Leave – Other Than Choice Vacation Period**

- A. The present method for submitting applications for Annual Leave will continue.
- B. All 3971 forms may be filed in duplicate and initialed by the supervisor and a copy returned to the carrier. It will be the carrier's responsibility to prepare and maintain the duplicate form.
- C. All request forms for other than scheduled Annual Leave shall be returned within 3 working days with the approval or reason for disapproval. Requests shall be submitted through the immediate supervisor.

## **Selection in Choice Vacation Period**

Letter Carriers, at their option, may request two selections during the choice vacation period in units of either 5 or 10) working days; the total not to exceed 10 or 15 days on the first choice, in accordance with leave earned.

## **Union Activities as Under Choice Vacation Plan**

The present practice of granting Annual Leave to attend Union activities will continue.

# **ARTICLE XI**

## **Selecting Employees for Holiday Work**

The following sequence will be followed when scheduling employees to work on a holiday or designated holiday provided that such scheduling produces a work force which meets the operating skill requirements of the holiday or designated holiday.

- A. All casual and part-time flexible employees to the maximum extent possible, regardless of the necessity to pay overtime premiums.

- B. All full-time regular employees who volunteer to work either their holiday or non-scheduled day shall be combined into a single group, ranked in seniority order, and selected in seniority order.
- C. All full-time regular employees who did not volunteer to work their non-scheduled day in inverse seniority order.
- D. All full-time regular employees who did not volunteer to work their holiday in inverse seniority order.

## **ARTICLE XIII**

### **Light Duty Assignments – Number to be Reserved, Identification**

- 1. Management and the President of Branch 380, or designee, agree to consult to determine the needs of carriers who request a light duty assignment.
- 2. Management agrees to put all ill or injured letter carriers on light duty assignments, whenever possible.
- 3. Within the letter carrier craft the following, but not limited to, shall be considered light duty assignments:
  - a. Marking Cripples.
  - b. Labeling Cases.
  - c. Rewriting Removal Books.
  - d. Working Auxiliary Routes Within Capabilities.
  - e. Casing Routes.

## **ARTICLE XIV**

### **Safety and Health**

**SECTION 1.** A letter carrier's safety shall supersede any other consideration.

**SECTION 2.** Carriers will be responsible for tagging vehicles for defects and the Superintendent of Vehicle Maintenance Service or other designated supervisor shall be responsible for repair of reported defects.

**SECTION 4.** Vehicle shall be assigned to the same route each day, as far as is practicable.

**SECTION 5.** Postal Vehicles shall be cleaned every month and more frequently if necessary.

**SECTION 6.** Management shall be responsible for the maintenance and cleanliness of workroom floors, drinking fountains, swing-rooms, lavatories and carrier cases, and to ensure adequate light, heat, and ventilation in all units.

**SECTION 7.** While delivering a route, any carrier incurring a serious injury, such as, but not limited to: (1) insect stings, (2) animal bites, (3) eye injuries, will immediately seek aid or treatment at the nearest hospital or physicians office. Less severe injuries should be reported to their immediate supervisor. In all instances, the carrier shall make every reasonable effort to advise management of the injury prior to obtaining medical aid.

## **ARTICLE XVI**

### **Local Policy on Discipline**

**SECTION 1.** The supervisor shall notify the President or designee of any disciplinary action taken against any carrier.

## **ARTICLE XVII**

### **Representation**

**SECTION 1.** A copy of all posted notices affecting the letter carrier craft shall be sent to the President.

**SECTION 2.** The President and /or designee, including designated stewards, shall be afforded prompt proper and due recognition by all supervisory personnel and management officials at the Florence, New Jersey Post Office in carrying out their duties, responsibilities and obligations under this Memorandum of Understanding and the National Agreement.

**SECTION 3.** The President of Branch 380 shall be notified of the employment of new carriers and said President (or designee) shall be provided opportunity to address them.

**SECTION 4.** The President of Branch 380 shall also be advised of all personnel actions such as Holiday schedules, transfers, new hires, retirees, etc.

**SECTION 5.** Stewards and supervisors shall cooperate to the fullest extent in furthering the good of the service and the employee's welfare by keeping employees currently informed of any changes in policy or procedure.

## **ARTICLE XLI**

### **Seniority and Posting**

**SECTION 1.** Bidding for vacant carrier assignments will be restricted to letter carriers with seniority as the determining factor.

**SECTION 2.** In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating their preference as First Choice, Second Choice, Third Choice, etc.

**SECTION 3.** Letter carriers bidding for an assignment may give their Form 1717 in duplicate to their immediate supervisor. The supervisor will receipt the duplicate with the time, date, and sign it. Letter carriers will retain the duplicate.

**SECTION 4.** The employer shall notify the President of Branch 380 or designee of any changes in work schedules, days off, policy, etc., as far in advance as possible, prior to making it known to employees in general.

**SECTION 5.** When a carrier is the successful bidder on a new assignment, their old assignment shall not be posted until the effective date of their new assignment.

**SECTION 6.** All full-time carrier assignments shall be posted for 10 working days.

**SECTION 7.** When a letter carrier route or full-time duty assignment other than 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 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.

**SECTION 8.** All full-time carriers will be on fixed non-scheduled day in addition to Sunday.

The foregoing provisions constitute the entire agreement between the parties regarding the subjects of the local implementation negotiations as set forth in Article XXX, Section B of the 2001 National Agreement.

This Memorandum of Understanding is entered into on December 19, 2002 at Trenton, NJ between the representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers, Branch 380, pursuant to the Local Implementation Provision of the 2001 National Agreement.

FOR THE USPS:

Edward Hatley  
Postmaster

FOR THE NALC:

Daniel Fasanella  
President, Branch 380 NALC

Memorandum of Understanding between the United States Postal Service & National Association of Letter Carriers Agreement for 1987 – 1990 Florence, New Jersey 08518.

Section 242.341, M-39 to read this Local (Florence #380) opts to take their first (10) break inside the post office the second to be taken on their routes during delivery hours.

Only addition to attached –  
4/30/85

Morning break authorized in office  
To begin this date

Edwin Hatley  
OIC  
Florence, NJ 08518

Martin D'Autrechy  
President Local #5800  
Florence, NJ 08518

The foregoing provisions constitute the entire agreement between the parties regarding the subjects of the local implementation negotiations as set forth in Article XXX, Section B, of the 1990 National Agreement.

This Memorandum of Understanding is entered into on October 26, 1991 at Florence, NJ between the representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers, Branch 380, pursuant to the Local Implementation Provision of the 1990 National Agreement.

For the Postal Service

For the NALC Branch 380

Henry Dix  
OIC/Postmaster

Martin D'Autrechy  
Financial Secretary Br. 380  
October 28, 1991