

LOCAL MEMORANDA OF UNDERSTANDING

Between the

MANAGEMENT OF THE
TRENTON, NEW JERSEY POST OFFICE

And

BRANCH No. 380

NATIONAL ASSOCIATION OF
LETTER CARRIERS

2001 thru 2006

ARTICLE I

Union Recognition

SECTION 1. The agreements reached herein through negotiations between Management and Branch 380 are entered into to supplement the National Agreement, 2001-2006, and constitute Memorandum of Understanding between Trenton, 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 Trenton, 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exclusive bargaining representative at the National Level with respect to wages, hours of employment, unless otherwise superseded by terms of the National Agreement, 2002 – 2006.

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 Agreement.

SECTION 4. Installation as used in this Memorandum of Understanding is construed to mean the Trenton, 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 provided:

1. There is an open route on the string to which the T-6 or utility carrier can be assigned; or
2. The T-6 or utility carrier can displace anyone on their string holding a temporary bid.

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.

SECTION 5. At the time part-time flexible carriers are advised of their non-scheduled day, they shall be advised of their next working days assignment stating locations and starting time. Part-time flexible carriers on annual leave must call in for the next day's assignment.

SECTION 6. For purposes of maximization, management shall make appropriate printouts available to the Union President or designee when such individual has cause to believe that one or more part-time flexible employees have met the criteria to justify the establishment of a full-time vacancy.

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 carriers on 10 & 12 hour Overtime Desired List.
2. Overtime List for carriers on their work assignment only.

A task force consisting of the Branch President and the Manager, Customer Service Operations shall mutually develop a format to be utilized for a uniform Overtime Desired List throughout all Trenton installations.

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 first vacation period shall be the first full week in January through the first full week in March.
- B. The second vacation period shall be the second full week in March through the last full week in May.
- C. The choice vacation period shall be the second full week in May through the last full week in September.
- D. The fourth vacation period shall be the first full week in October through December 7, and include the 7 calendar days between December 25 and January 1.
- E. 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.
- F. Posting for vacation periods shall be no less than fifty calendar days prior to the start of the period and shall remain posted for twenty-five calendar days. No later than fourteen calendar days prior to the start of the period, the completed schedule shall be posted.
- G. Those that request a week or weeks during vacation periods have preference over days or hours.
- H. A minimum of 7.5% of the career carrier complement shall be granted annual leave other than the choice period.

- I. No partial cancellation of a full week's vacation shall be granted.
- J. Management shall notify the President of Branch 380 of all cancellations of posted Annual Leave. Branch 380 will submit the name of the eligible carrier to fill the vacancy.
- K. 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.

Beginning of Vacation

Vacation weeks shall start on Monday and include the final Sunday.

Charging Convention and Jury Duty Attendance to Choice Period

Jury duty shall not be charged to the choice vacation period. Ten delegates to the State Convention shall not be charged to the choice vacation period. Ten 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 31. All other delegates to State and National Conventions shall have priority over seniority for Annual Leave. Employees under Family Medical Leave Act shall not be charged to the Vacation periods.

Number of Employees Off During Choice Vacation Period

During the third full week in June through the full week prior to Labor Day, and the full week including Thanksgiving, 13.5% of the career carrier complement, per week will be granted Annual Leave. In all other weeks in the choice vacation period, 7.5% of the career carrier complement shall be granted 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 one (1) or two (2) selections during the choice vacation period in units of either five (5) or 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.

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. Assisting routes by setting up mail.
 - b. Marking up forwardable mail.
 - c. Relabeling carrier cases.
 - d. Rewriting carrier route books.
 - e. Coverage of suitable collection routes.
 - f. Labeling inside of apartment boxes.
 - g. Training new employees when, in fact, training is done at the station level by a craft employee.

ARTICLE XIV

Safety and Health

SECTION 1. A joint Labor/Management Safety and Health Committee shall be established, as provided for in Article XIV of the National Agreement. The President of Branch 380 or designee shall serve as a committee member. Special meetings of the Safety and Health Committee may be called by either party in emergency situations.

SECTION 2. A letter carrier's safety shall supersede any other consideration.

SECTION 3. 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. Safety talks shall be held by unit supervisors for all drivers and carriers, on the clock, at least once a week.

SECTION 5. Vehicle shall be assigned to the same route each day, as far as is practicable.

SECTION 6. Postal Vehicles shall be cleaned every month and more frequently if necessary.

SECTION 7. 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 8. 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 all stations and branches of the Main Post Office of the Trenton, New Jersey Post Office in carrying out their duties, responsibilities and obligations under this Memorandum of Understanding and the National Agreement.

SECTION 3. Both parties agree to hold a Labor/Management meeting monthly except for the months of July and August.

SECTION 4. Minutes of Labor/Management meetings shall be kept and a transcribed copy of same shall be supplied to each party. Any agreement shall not be changed without prior notification and discussion between the parties.

SECTION 5. It is agreed that agenda items for discussion at the meetings shall be exchanged by the President of Branch 380 (or designee) at least three days before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties

SECTION 6. Branch 380 will be consulted prior to the designation of carriers to all local committees by the Postmaster and/or staff. Letter carrier members of all committees shall be designated by the President of Branch 380. Committee meetings shall be held on the clock.

SECTION 7. 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 8. The President of Branch 380 shall also be advised of all personnel actions such as Holiday schedules, transfers, new hires, retirees, etc.

SECTION 9. 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.

**Items Which are Subject to Local Negotiations as Provided in
the Craft Provisions of this Agreement**

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.

For the purposes of this provision, a delivery unit shall be defined as the Station or Branch.

The Union reserves the right, once during the life of the Memorandum, to change the bidding procedures for this provision to give super seniority to carriers at the affected Station or Branch.

Fixed or Rotating Days Off

SECTION 8. All full-time carriers will be on a rotating non-scheduled day in addition to Sunday with the exception of Router positions, which incorporate a minimum of 4 hours of Express Mail runs and/or collection runs as part of their duties. These Router positions will have Saturday and Sunday as their fixed non-scheduled days.

The Assignment of Employee Parking Spaces

At each unit where space is available, the employer shall provide a maximum of one parking space for Union Officers and/or Stewards.

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.

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12/19/2002

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12/19/2002