

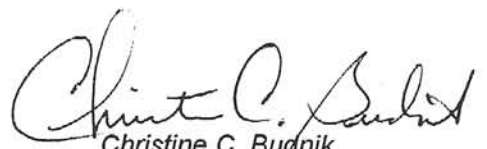


This Memorandum of Understanding is entered into on October 18, 2000, at Hoboken, N.J. 07030, between the representatives of the United States Postal Service, and the designated agent of the National Association of Letter Carriers pursuant to the Local Implementation of the 2000 National Agreement.

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Arthur T. Tate
Postmaster, Hoboken, N.J. 07030-9998
For the United States Postal Service


Christine C. Budnik
Shop Steward
For the National Assn. Of Letter
Carriers, Branch # 38
Hoboken, N.J. 07030-9998

UNITED STATES POST OFFICE
HOBOKEN, NEW JERSEY 07030-9998

Article 111
Schedule for Wearing Uniforms

Winter Apparel : Items of Uniform dress appropriate for the winter season shall be worn from November 1 through the month of March.

Summer Apparel: Items of uniform dress appropriate for the summer season shall be worn from June 1 through the month of August.

During the months of April, May, September, October either summer or winter apparel may be worn by letter carriers at their discretion.

A tie will be worn at all times when a sweater is worn as an outer garment.

This agreement is subject to review and contingent upon any change in policy mandated by higher authority than the Installation Head.

This reservation is made within the purview of Sec. 722.93 of the Postal Manual.

(Carried over from 1973 Memorandum of Understanding)

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Item # 1
Article VIII
Hours of Work

Wash-Up Time :

Both parties agree that "Wash-Up" periods to be designated as:

1. Three (3) minutes before employee's schedule leaving time for street delivery assignment.
2. Three (3) minutes before the end of employee's tour of duty assignment.

The total time is six (6) minutes and it must be used as designated in steps # 1 and # 2 above.

(Carried over from 1973 Memorandum of Understanding)

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Item # 2
Article VIII – Hours of Work
Work Schedules

Both parties agree that all Regular Full Time Carriers shall be on a fixed work schedule.

Exception : “Fixed Work Schedule” is modified not to include a new assignment as a result of Established bidding process wherein a regular full time carrier is awarded a new route.

(Carried over from 1973 Memorandum of Understanding)

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Item # 3

Local Conditions-Mail Delivery

Both parties agree that in the event of inclement weather of consequence or conditions that could be hazardous to the health and safety of the employee, the Union will be consulted and advised as to the decision made. Management will make the final determination as to what procedures are to be followed in such an event. Management will update the Union on intermittent basis of the conditions of the weather and if curtailment of delivery is being considered.

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(Carried over from 1975 Memorandum of Understanding)

Item # 4-5-6-7-8-9-10-12
Article X – Leave (Annual)

A. Choice Vacation Period

Item # 5

1. Duration:

Both parties agree that the choice vacation period of 24 weeks shall begin on the first Monday of May and end on the third Saturday of October.

Item # 9

2. The maximum number of employees to be granted leave each week of the choice vacation period.

1 st week of May – 3 rd week of October (Following Exceptions)	6
Last week of June through last full week of August	7
4 th of July Holiday week	5
Memorial Day Holiday week	5
Labor Day Holiday week	5

Item # 6

3. Beginning Day of Employee's Choice Vacation Period:

The choice vacation period shall start on the Monday of the employee's work week.

Item # 10

4. Bidding for Vacation Periods:

Service seniority will be recognized in the assignment of choice vacations. A chart will be posted listing the weekly periods beginning with the first Monday of May and ending with the third Saturday of October. This chart will remain posted for the duration of the choice vacation period. A seniority list and dates for submitting bids will be posted. Each employee will be assigned by seniority, starting March the first 3 day period, excluding Saturday and Sunday, as bidding days. Management will contact employee in order of seniority for selection of vacation. Employee must be prepared to make the selection on date established or revert to bottom of the seniority list for future bidding.

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(Carried over from 1975 Memorandum of Understanding)

Item # 4-5-6-7-8-9-10-12

Article X

Leave (Annual)

4. Bidding For Vacation Period

Item # 7

Only one bid will be allowed for each employee whether for the maximum of three weeks or less.

5. Limits of Vacation

Item # 7

Weeks bid for must be consecutive. No split vacation during this period. Vacation bid must be taken except for emergencies.

Item # 8

Both parties to this agreement agree that Jury Duty Service and attendance at National or State conventions shall be charged to the choice vacation period and further agree that annual leave to attend union activities requested prior to determination of the choice vacation schedule shall be charged to the choice vacation period.

6. Open Periods

Item # 7

After all employees, including part-time employees, have been given an opportunity to bid for vacation periods, any open period within the maximum number of employees to be excused shall be posted by management. All employees shall be eligible to bid on a seniority basis for the open vacation periods in addition to any previous annual leave granted; except that employees granted the maximum of three weeks during choice vacation period shall not be eligible for further bidding on open periods remaining in the choice vacation period.

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(Carried over from 1975 Memorandum of Understanding)

Item # 4-5-6-7-8-9-10-12
Article X Leave (Annual)

7. Additional Choice Periods

Item # 5

Both parties agree that the week following Easter Sunday shall also be considered a choice vacation period. Employees, in order of seniority will be eligible to bid on this choice vacation period. Bidding will be in the period of the first three working days of February. Bids received after this period will be considered on a first come first serve basis.

Item # 9

It is further agreed that the number of applications granted for vacation in this choice vacation period will be four (4) carriers.

Item # 5

Both parties agree that the week of Thanksgiving Day shall also be considered a choice vacation period. Employees, in order of seniority will be eligible to bid on this choice vacation period. Bidding will be in the period of The First Three Working Days of November. Bids received after this period will be considered on a first come first serve basis.

Item # 9

It is further agreed that the number of applications granted for vacation in this period will be four (4) carriers.

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(Carried over from 1975 Memorandum of Understanding)

Item # 4-5-6-7-8-9-10-12

Article X

Leave (Annual)

8. Emergency Adjustments

Item # 4

The department reserves the right to adjust vacation schedules to meet an emergency situation that would curtail any necessary service to the public and further agrees that before taking such action, the Union will be consulted in order that there will be a mutual understanding of the necessity for such action. An emergency is defined as an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

Both parties further agree that any emergency leave requested during the choice period will be granted only after proper documentation which will be reviewed by the N.A.L.C. Shop Steward and the Postmaster or his representative in order to determine the necessity and validity of the request.

The Department reserves the right to deny a request for leave in excess of 3 weeks during the choice vacation period if any employee with full knowledge of the 3 week limitation had effected plans or reservations in excess of the three weeks granted that the employee in the regular bidding procedure.

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(Carried over from 1975 Memorandum of Understanding)

Item # 4-5-6-7-8-9-10-12

Article X

Leave (Annual)

B. Other Vacation Periods

Item # 12

The department agrees that vacation during periods before and after the choice vacation periods will be granted upon application with due notices; and further agrees that the only limitation will be that the number of applications granted for vacations in any period must be governed by the needs of the service. It is further agreed that leave granted during these periods be given on a first request basis.

C. Vacation Planning

Item # 4

In consideration for proper planning to satisfy the needs of the service and to guarantee that each employee receives the full entitlement of vacation time it is further stipulated that at any given period the employee will be made aware of his vacation balance if it appears that he is contributing to an imbalance that can effect the efficiency of carrier operations. A meeting will be held to review vacations entitlements and usage in the months of January and September. The purpose of these meetings will be to establish mutual understanding of attendant to good vacation planning. In September if employee does not submit a vacation leave application, Management will assign a vacation period to employee so that no employee forfeits any part of his annual leave.

D. Personal Problems

Item # 4

Both parties recognize that due to personal problems an employee may be required to request a relaxation of the rules governing vacation periods and further agrees that such request will be considered in consultation by both parties and a decision will be arrived at based on the merits of the request.

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Article X
Sick Leave

Both parties agree that an employee on sick leave shall notify the Supervisor in charge of his intent to return to work after any sick leave absences of more than one (1) day on the day prior to return.

(Carried over from 1973 Memorandum of Understanding)

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Item # 16
Article X111
Light Duty Assignment

Both parties recognize that due to the size of this installation, it is difficult to establish Light Duty Assignment in advance. Both parties agree that in the event an employee submits an application for light duty, the employer, after consultation with the Union, shall determine assignments that could be made available, commensurate with the employee's physical capabilities.

(Carried over from 1973 Memorandum of Understanding)

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Item # 19
Article XX
Parking

The Department recognizes the acute parking situation and will allow employee parking in the Post Office yard according to the diagram posted on the Bulletin Board. The Organization agrees to cooperate in keeping the parking area in a condition that will not impede the general operation of Post Office vehicular business and will further observe all the rules governing open lanes as established with the published diagram.

(Carried over from 1973 Memorandum of Understanding)

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Item # 21
Article XVII
Local Labor-Management Meeting

Both parties to this agreement shall meet each month for the purpose of discussing matters of mutual concern. The regular schedule shall be established at previous meeting concerning the time and date of next meeting. These meetings may be waived by mutual agreement and provision, is made for calling a special meeting, if necessary. Craft representation at these meetings shall not exceed three (3) employees, from the carrier craft, commensurate with service needs.

(Carried over from 1973 Memorandum of Understanding)

*UNITED STATES OFFICE
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*Item # 22
Article XII
Reassignments*

For action purposes of reassignments section is determined to consist of Main Office and Stations combined.

(Carried over from 1973 Memorandum of Understanding)

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Item # 22
Article XL1
Position Bid Procedure

In the event of a route vacancy management reserves the right to withhold the posting of the vacant position until the 5th day as required in the National Agreement.

During this 5 day period, management will (1) determine the need for filling the position (2) review the possibility of adjusting the route after careful reference to route inspection sheets or if feasible, eliminate the position.

It is agreed that in the process of bidding for non-scheduled days the posting time will be for 3 days after all qualified personnel are notified of the vacancy.

(Carried over from 1973 Memorandum of Understanding)

*Route Posting for 5 days
Day-off posting for 3 days*

UNITED STATES POST OFFICE
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Item # 22
Article XL1
Posting

A combination route will be posted whenever there is a change of more than one (1) hour in starting time from original position bid starting time. Regular carrier foot routes shall not be subject to this article.

(Carried over from 1973 Memorandum of Understanding)

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Item 22

Article XL1

Miscellaneous Provision

Section 3-0

"When a letter carrier route or full-time duty assignment, other than the 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, 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 assignment (s) was abolished shall be posted for bid in accordance with the posting procedures in this article."

(Carried over from 1978 Memorandum of Understanding)

Item
Article XI, Section 6
Holiday

- A. *The employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls.*
- B. *As many full-time and part-time regular schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday. Such employees will not be required to work on a holiday or day designated as their holiday unless all casuals and part-time flexibles are utilized to the maximum extent possible, even if the payment of overtime is required, and unless all full-time and part-time regulars with the needed skills who wish to work on the holiday have been afforded an opportunity to do so.*
- C. *An employee scheduled to work on a holiday who does not work shall not receive holiday pay, unless such absence is based on an extreme emergency situation and is excused by the employer.*
- D. *Qualified transitional employees will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled to the extent possible, prior to any full-time volunteers or non-volunteers being scheduled to work a nonscheduled day or any full-time non-volunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the Local Memorandum of Understanding will apply.*

“ PECKING ORDER “

- 1) *All casual and part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.*
- 2) *All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday by – seniority.*
- 3) *Transitional employees.*
- 4) *All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day – by seniority.*
- 5) *Full-time regulars who do not volunteer on what would otherwise be their non-scheduled day-by Inverse seniority.*
- 6) *Full-time regulars who do not volunteer on what would otherwise be their holiday or designated Holiday – inverse seniority.*