

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES POSTAL SERVICE


AND

MAILHANDLERS UNION, AFL-CIO

BAYONNE NJ POST OFFICE 07002-9998

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON THIS 1ST DAY OF NOVEMBER 1996 BETWEEN THE REPRESENTATIVE OF THE UNITED STATES POSTAL SERVICE, AND THE DESIGNATED AGENT OF THE BAYONNE NJ POST OFFICE BRANCH OF LOCAL 300 MAILHANDLERS, NPOMH (DIVISION LUNA, AFL-CIO), PURSUANT TO THE LOCAL IMPLEMENTATION OF THE 1991 NATIONAL AGREEMENT.

  
ALBERT BILLE, JR.  
POSTMASTER  
BAYONNE NJ 07002-9998

  
WALLY MERWIN  
REPRESENTATIVE LOCAL 300  
MAILHANDLERS UNION, NPOMH  
NEW YORK NY 10013

**Item A: ADDITIONAL OR LONGER WASH-UP PERIODS**

Local management will continue to determine and allow reasonable length of time to employees for wash-up prior to lunch swing and prior to end of tour.

**Item B: GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS**

1. When an emergency condition is declared by the Local Installation Head and/or his designee or the U.S. Postal Service, Management will take appropriate steps to assure the safety of the employees in accordance with established safety procedures.
2. Nothing in this procedure shall prohibit individual employees from requesting leave prior to the expiration on one full tour of abnormal hot or cold temperatures.
3. Federal Temperature Guidelines for buildings will continue to be observed, providing emergency conditions do not exist.
4. Management shall make sure that the heating and air conditioning system is in working order at all times, the exception being an emergency situation.

**Item C: FORMULATION OF LOCAL LEAVE PROGRAM**

In accordance with Article 10, Part 3D of the National Agreement, Annual Leave during the choice vacation period will be granted as follows:

1. The Local Leave Program shall extend from January 1st until November 30th of each Leave Year.
2. Employees may cancel request(s) for Annual Leave at any time by written notification to the Installation Head.
3. There shall be no cancellation of an Employee's leave, by Management, after it is approved, except in serious emergency situations. An emergency situation is one that would curtail any necessary service to the public and Management 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.

Item C:

FORMULATION OF LOCAL LEAVE PROGRAM

4. At the beginning of the calendar year Management will review with an employee the amount of vacation leave that employee has to his/her credit. At this time it will be determined how much vacation leave time in excess of ~~40~~<sup>240</sup> must be taken by the employee. The employee will designate how many weeks he/she is contemplating using during the choice vacation period and if possible designate what other periods he/she is planning vacation leave. After selection of choice vacation period in March is completed at this time the employee must designate what periods he/she will make application for vacation leave. This will assist Management in proper vacation planning for the calendar year. If the employee does not submit a vacation leave application by the end of October, Management will assign a vacation period to the employee so that no employee forfeits any part of his annual leave. It is the employee's responsibility to choose from the assigned vacation(s) subject to penalty of forfeiture.
5. 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 each such request will be considered in consultation by both parties and a decision will be arrived at based on the merits of the request.
6. Employees will be notified in writing if their leave request has been approved or disapproved.
7. If there is an opening during Choice Vacation Periods, Management shall make every effort to grant Annual Leave to at least 1 Mail-handler.

Item D:

THE DURATION OF THE CHOICE VACATION PERIODS

1. Both parties agree that the choice vacation period shall begin on the second Monday of May and end on the fourth Sunday of October.
2. Both parties agree that the week following Easter Sunday shall also be considered 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 served basis. It is further agreed that the number of applications granted for vacation in this choice vacation period must be governed by the needs of the Service.
3. 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 served basis. It is further agreed that the number of applications granted for vacations in this period must be governed by the needs of the service.

ITEM E: THE DETERMINATION OF THE BEGINNING OF AN EMPLOYEE'S  
VACATION PERIOD

All employees will begin their vacation on Monday.

Item F: WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS  
DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR  
10 DAYS

Employees, at their option, may request two selections during the choice vacation period in units of either 5 or 10 working days, provided all employees have had an opportunity of obtaining a selection during the choice vacation period.

Item G: WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL CONVENTIONS SHALL  
BE CHARGED TO THE CHOICE VACATION PERIOD.

Jury duty shall not be charged to the choice vacation period, National or State Conventions shall be charged to the choice vacation period.

Item H: DETERMINATION OF THE MAXIMUM PERCENTAGE OF EMPLOYEES WHO SHALL  
RECEIVE LEAVE EACH WEEK OF THE CHOICE VACATION PERIOD.

The number of employees who shall receive leave each week during choice vacation period shall be one mailhandler. Any increase in Mailhandler complement, this article may be renegotiated.

Item I: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION  
SCHEDULE APPROVED FOR SUCH EMPLOYEE.

Service seniority will be recognized in the assignment of choice vacations. A chart will be posted listing the weekly periods beginning with the second Monday of May and ending with the fourth Sunday of October. This chart will remain posted for the duration of choice vacation period. A seniority list and dates for submitting bids will be posted. Each employee will be assigned by seniority, starting March first, a (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 selection on dates established or revert to bottom of the seniority list for future bidding.

Item J:

DETERMINATION OF THE DATE AND MEANS OF NOTIFYING  
EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

1. Management will notify all employees of the beginning of the new leave year by posting such notice on all official mailhandler bulletin boards. The posting will state that the new leave year shall begin with the first day of the first full pay period of the calendar year.
2. A copy of this information will be furnished to the union state representative or his/her designee one week prior to posting.

Item K:

THE PROCEDURE FOR SUBMISSION OF APPLICATION FOR ANNUAL  
LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

Application for annual leave submitted (on PS Form 3971) outside the choice vacation period shall be acted upon within three (3) working days, provided that such request is made within 30 days of the date(s) requested. The request will be considered approved if it is not acted upon within three (3) work days; absent of any emergency situations. This shall not bar requests for individual day(s) or part(s) thereof from being submitted for approval on a day-by-day basis. In the event that two or more requests are submitted concurrently, seniority shall be the determining factor. Otherwise, the order of their filing shall be the determining factor.

Item L:

WHETHER "OVERTIME" LIST IN ARTICLE 8 SHALL BE BY SECTION  
AND/OR TOUR

1. Overtime desired lists shall be established by tour. The lists shall be organized on the basis of seniority.
2. For this purpose a "tour" is defined as begin time in Post Office.
3. Notice of overtime will be given to the employees at least one hour prior to the end of their tour. Failure to provide the one hour notice will constitute exemption from involuntary overtime assignment. No employees shall be required to work beyond the number of hours announced one hour prior to the end of the tour, except as provided on the National Agreement.

Item(s) M-N-O

THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT ITEMS.

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.

Item P:

THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION, EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.

1. Mailhandlers whose bid positions are abolished, retain retreat rights on the tour where his position was abolished or excessed. There retreat rights are to be exercised in accordance with Article 12.6C4c of the National Agreement.
2. For permanent reassignments, management will make an effort to give any unassigned full-time mailhandler a choice, based on seniority, if more than one vacancy exists.
3. Management agrees that when implementing, abolishing, or excessing positions, they will make every effort to keep the inconvenience of the affected employees to a minimum.

Item Q:

PARKING

One (1) parking space to be allotted for authorized handicapped employee.

Item R:

THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PERIOD.

Annual leave or LWOP to attend Union activities requested on PS Form 3971 shall be charged to the choice vacation period.

Item S:

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS  
AS PROVIDED IN THE FOLLOWING ARTICLES;

ARTICLE 12, SECTION .3B5  
ARTICLE 12, SECTION .3C  
ARTICLE 12, SECTION .3E3e  
ARTICLE 12, SECTION .4  
ARTICLE 12, SECTION .6C4a  
ARTICLE 13, SECTION .3

Article 12, Section .3B5

Reporting to another tour on a daily basis for a period of three (3) months shall constitute a sufficient change of duty assignment area to cause the duty assignment to be reposted. The new assignment shall be posted with the next bids in compliance with Article 12.3B7 of the National Agreement.

Article 12, Section .3C

1. Unless specified otherwise here, posting and bidding for preferred duty assignments shall be installation wide.
2. Bids for craft assignments shall be posted on the official mailhandler bulletin board at this installation.

Article 12, Section .3E3e

The order of movement of employees for temporary reassignment outside their pay locations shall be as follows:

1. Volunteers by tour order of seniority.
2. Casuals.
3. Part time flexible employees by inverse seniority.
4. Full time regulars detailed to the tour on full duty by inverse seniority.
5. Unassigned full time regulars by inverse seniority.
6. Full time regulars properly holding bid assignments within the tour are the last employees to be reassigned outside of their tour, they will be reassigned by inverse seniority.
7. No employee shall be allowed to displace or "bump" another employee properly holding a bid assignment.
8. Once reassigned a mailhandlr will retain his/her seniority throughout the tour but will be junior to the mailhandler properly holding a bid assignment or duty assignment within the tour. This relative standing is for purposes of assignment off the tour.

Article 12, Section .4

A tour shall be defined as begin time in the post office where the mailhandler works.

Article 12, Section .6C4a

Not Negotiated

Article 13, Section .3

See Items M, N, O.

Item T:

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO  
SENIORITY, REASSIGNMENTS AND POSTING.

1. Management shall post a seniority list of all employees represented by the Mailhandlers Union at this installation. This list will be updated quarterly during the months of January, April, July, and October and will be posted on the official mailhandler bulletin board.
2. Bids for all mailhandler positions will be posted on the official bulletin board.
3. The overtime desired list will be posted publicly on the official mailhandler bulletin board.
4. Prior to reverting or abolishing any mailhandler positions management will provide Local 300 with the reasons, in writing, for the proposed action.
5. The steward or state representative, or his/her designee, will be provided with copies of all notices and postings that affect the mailhandler craft.
6. Prior to reassigning any mailhandler, management will notify the Union or their designee.
7. Holiday lists will be posted no later than Tuesday of the week prior to the holiday. A copy will be posted on the official mailhandler bulletin board.
8. The state representative or his/her designee will be provided with an updated copy of the employee complement sheet generated for the post office in question on a quarterly basis.
9. The state representative or his/her designee will be provided with copies of all Safety Committee Meetings and Inspections prior to posting on a occurrence basis.
10. All details will be posted for bid and will be given to the senior qualified employee. No details will go beyond 60 days. If the job is needed, it will be posted then for permanent assignment. Exceptions can be made by mutual agreement between the Local 300, state representative and management.

All correspondence relative to the maintenance of this agreement should be sent to:

Mailhandler's Local 300  
Attn: Wally Merwin  
401 Broadway, Suite 1400  
New York, NY 10013