1998-2000 Art.30.2

Nat'l. Agreement

A. Additional or longer wash-up periods.

All mail handlers will be granted five minutes of wash up time before lunch and at the end of their tour. Additional reasonable time will be granted to employees doing extremely dirty work or working with actual or presumed toxic materials.

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.

Termination of postal operations to conform to orders of local authorities, or as local conditions warrant because of emergency conditions shall be based on information available from local, state, nat'l authorities and other official sources.

The Union will be notified of the implementation of this Art.whenever the Postmaster determines that extreme conditions, orders of local authorities, or acts of God, cause physical or climactic conditions that prevent employees from reporting for work.

Consideration will be given to occurences such as storms, fire, flood, community disasters and physical limitations which do or might endanger the safety and health of employees.

When an alleged explosive device has been discovered on a bomb (or other terroristic) threat has been made all nessary measures will be taken to insure the safety of all employees including evacuation of the building until a determination of safety (by bomb squad etc.) is made as to the specific threat or until the threat is removed.

With respect to any of the above or other uncontrollable hazzards mgm't. will immediately advise the union concerning appropriate action to be taken and act in accordance with ELM 519 (admin. leave). All requests for admin. leave will be acted upon within 7 days.

Mgm't. will take all possible off setting steps to prevent the inside temperature from dropping below, or going above those established in the USPS handbook MS49.

Postal officials shall make the safety of the employees their primary concern, taking appropriate actions to protect employees which would include but not be limited to, consideration of an employee's request for relief in the form of a temporary transfer to a different work area, or of taking leave. The nature of such leave, if requested, shall be determined by mgm't., and that leave shall not be unreasonably withheld.

Every consideration shall be given to leave requests of employees who complain of health problems related to the above noted circumstances.

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C. Formulation of local leave program.

Leave will be granted in accordance with Nat'l. Agreement Art.10.30.

Employees will submit leave preferences prior to the prime vacation period. All mail handlers will be personally notified of the vacation schedule approved and the schedule will also be available and/or posted.

If a mail handler requests more than one choice vacation selection the second request will be considered only after all other mail handlers have their first requests approved.

Mail handlers will be permitted to cancel scheduled vacation leave and that leave will then become available for use by other mail handlers.

One mail handler per tour shall be granted leave during the choice vacation period. Incidental daily leave for full or partial days shall be granted up to the allowed percentage/number allowed off. All same day leave slips will be acted upon within one hour of submission. All leave slips submitted for future day use will be acted upon and either granted or denied and returned to the mail handler within 24 hours and/or returned on the next day actually worked; leave slips submitted on weekends will be granted 48 hours for response. Any leave requested and not acted upon within these time frames shall be considered granted.

The duration of the choice vacation period.

The choice vacation period will commence on the third Saturday in April and extend through the last Friday in November.

E. The determination of the beginning day of an employee's vacation period.

All mail handlers will begin their vacation on the first day of the employee's basic work week. No mail handler will be forced to work on their normally scheduled rest days which occur in conjunction with a scheduled vacation period. Mutually agreed to start days for vacation leave are permitted as long as said arrangement does not deprive another mail handler of their choice vacation selection.

. Whether employees at their option may request two selections during the choice vacation period, in units of either five or ten days.

Mail handlers shall have the option of two selections during the choice vacation period in units of five or ten working days. The total not to exceed the ten or fifteen days as determined by the number of days earned annually. When requesting a split choice period, the employee must indicate the one most preferred. However, the second choice will not deprive another mail handler of their first choice. All vacation will be approved on a seniority basis.

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Whether jury duty and attendance at Nat'l. or State Conventions shall be charged to the choice vacation period

Jury duty will not be charged against the number of employees approved leave during the choice vacation period. Attendance at Union conventions shall not be charged against the number of employees approved leave during the choice vacation period.

Determination of the maximum percentage of employees who shall receive leave each week during the choice vacation period.

One mail handler per tour shall receive leave during the choice

The issuance of official notices to each employee of the vacation schedule approved for such employee.

Mgm't. will issue official notices to each mail handler of their approved vacation and will keep a schedule of all such scheduled Vacations which employees may check at any time to locate vacant

betermination of the date and means of notifying employees of the beginning of the new leave year.

Employees shall be notified by posting of a notice on the official bulletin board as per the Nat'l. Agreement. Additionally, all mail handlers with excess (to the permissible carry over) accrued leave will be notified in the first week of November of these excess hours and the need to use them prior to the new leave year or lose them.

The procedures for submission of applications for annual leave during other than the choice vacation period.

All same day slips (3971's) shall be acted upon within one hour of submission. All slips submitted for a future day will be acted upon within 24 hours and/or returned to the employee on the next day actually worked; leave slips submitted on weekends will be granted 48 hours for a response. Next day leave requests will be acted upon before the employee ends their tour; in all such cases mgm't. will have a minimum of two hours to act on the slip. Any leave requests submitted and not acted upon within these time frames shall be considered granted.

.. Whether overtime desired lists in Art. 8 shall be by section and/or tour.

The overtime desired list shall be by tour. Notice of overtime shall br given as early as possible and at least one hour prior to the start of

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1. The number of light duty assignments to be reserved for temporary or permanent light duty assignments.

Warranted light duty assignments shall be granted on the basis of need. Extended light duty assignments to be approved upon receipt of medical evidence. Every effort will be made to find suitable work within the employee's own craft and hours before resorting to other remedies provided under Art. 13 and/or assignment out of the facility.

4. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.

No regularly assigned member of the regular work force shall be adversely affected by the reservation of light duty assignments.

). The identification of assignments that are to be considered light duty.

Any employee requiring light duty will be assigned duties consistent with the limitation medically determined, to the maximum extent of any available work.

The identification of assignments comprising a section, when it is proposed to reassign within an installation, employees excess to the needs of a section.

The entire facility shall comprise one section for the purposes of this item.

Mail handlers whose bid positions are abolished shall retain retreat rights on the tour where the position was abolished or excessed. These rights are to be exercised in accordance with Art.12.604 of the Nat'l. Agreement.

For permanent reassignments mgm't. will make every effort to give any unassigned full time mail handler a choice, based upon seniority, if more than one vacancy exists. When abolishing or excessing positions mgm't. will make every effort to minimize disruption and inconvenience to the effected employee(s).

1. The assignment of employee parking spaces.

On site parking shall be provided on a first come first serve basis.

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The determination as to whether annual leave to attend Union activities R. requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

Annual leave or LWOP to attend Union activities shall not be charged to the choice vacation period.

Those other items which are subject to local negotiations an provided S. in the following Articles:

Art.12 Sect.12.3 Art.12 Sect.12.3B5 Art.12 Sect.3C Art.12 Sect.3E3e Art.12 Sect.4 Art.12 Sect.6C4a Art.13 Sect.3

Assignments shall be defined as installation wide and by tour. A tour shall be defined as begin time in the office where the mail handler works. Any changes in the tour book will be only after consultation

Reporting to another tour on a daily basis for a period of three months shall constitute a sufficient change of duty assignment area to cause the duty assignment to be reposted. The resulting new assignment shall be posted with the next bid(s) in compliance with Art.12.387 of the

Local implementation of this agreement relating to seniority, Τ. reassignments and posting.

Mgm't. shall post a seniority list for all mail handlers and keep it current, with a copy to the NPMHU when any changes are made.

Bids for vacant mail handler positions shall be posted on the official

NPMHU will be provided a copy of all notices, postings, hand outs etc. that effect the mail handler craft.

Prior to reassigning any mail handler, mgm't. shall notify the union.

All details will be posted for bid. Details shall not exceed sixty days. If the duties are still needed after sixty days they will be posted as a preferred duty assignment. Exceptions are permitted by mutual agreement between the USPS and NPMHU.

All correspondence relative to the maintainance of this LMOU shall be sent to either or both of the following:

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1. NPMHU L-300, Pres. L.Adams, 401 Bdwy.-Rm. 1400, N.Y., N.Y. 10013-3098.

2. NPMHU L-300, AVP W.Donohue, Kilmer P&DC, 21 Kilmer Rd., Edison, N.J.



This Memorandum of Understanding is entered into on May 20,1999, at the Bridgewater Post Office, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 1998 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

U.S.Postal Service Bridgewater Post Office Bridgewater,N.J. 08807

Nat'l. Postal Mail Handlers Union Local #300 401 Bdwy.-Rm.1400 New York,N.Y. 10013-3098

Lacy Gay / Postmaster

William Donohue, AVP Kilmer Branch

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