

# National Postal Mail Handlers Union

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1994 - 1998

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE

CLIFTON FACILITY

AND

NATIONAL POSTAL MAIL HANDLERS

LOCAL 300 AFL - CIO

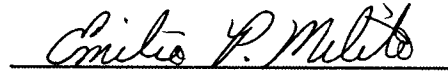
HACKENSACK, NEW JERSEY 07602

This Memorandum of Understanding is entered into on September 23, 1996 at CLIFTON, N.J. 07666, between the representatives of the United States Postal Service, and the Administrative Vice President of the National Postal Mail Handlers, Watchmen, Messengers, and Group Leaders Division of the Laborers' International Union of North America, AFL - CIO, Local 300, Hackensack Branch, pursuant to the Local Implementation Article 30 of the 1994 National Agreement.

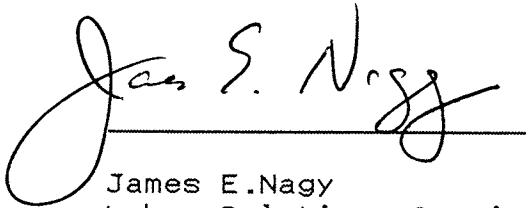
This Memorandum of Understanding constitutes the entire Agreement on matters relating to local conditions of employment.



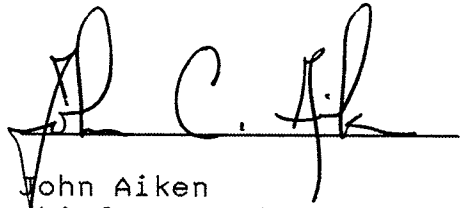
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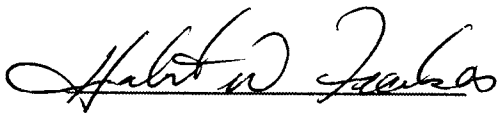
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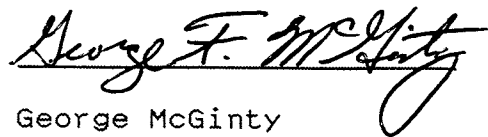
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ITEM A. ADDITIONAL OR LONGER WASH-UP PERIODS

A wash-up of reasonable time immediately prior to lunch and reasonable time immediately prior to the end of tour shall be granted to all Mail Handlers. In addition, mailhandlers working with toxic materials or suspected toxic materials may receive additional wash -up time.

ITEM B. GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

1. The curtailment or termination of Postal Operations because of all emergency conditions shall be based upon the prevailing local conditions and orders from civil authorities, in accordance with information available and directives received from local, state or federal authorities. Management will conform to all U.S.P.S. contingency plans.

2. Local management will consult with a designated union representative concerning the appropriate action(s) which management will determine to take,

where the emergency is of such nature that advance notice is possible. Postal Officials will always consider the safety of the employee.

ITEM C. FORMULATION OF LOCAL LEAVE PROGRAM

1. Management will let off one (1) Mailhandler with all leave being approved within 72 hours. When requests are simultaneously received seniority will prevail.
2. Union officials on Union business, or while attending conventions will not be included in the number.
3. All annual leave not approved or disapproved by management within seventy-two (72) hours will automatically be granted.
4. A Mail Handler employee at his/her option may cancel leave on form 3971 at least 72 hours before leave begins.
5. Upon cancellation of leave, management will post the vacated leave opportunity on the appropriate bulletin boards and will grant such leave to other employees if requested.

6. For choice vacation picks employees will pick by seniority order from the first pay period after the new leave year begins on January 15 until February 15 of each year unless mutually extended, or changed.

7. Employees subsequently bidding to another tour after the picks are made will keep his or her initial pick if desired.

8. Exceptions to the above provisions may be granted by mutual consent of the parties.

ITEM D. THE DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period shall be 23 consecutive weeks beginning the second week in May of each year. Additionally, Easter and the week between Christmas Day and New Years Day.

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

The beginning day of vacations shall be Saturday.

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

1. Employees will pick choice vacation slots by seniority order in round under the following options.

a. In the round of picks, eligible employees may choose either one fifteen (15) day pick or one combination pick of five (5) and ten (10) days at the employee's option in accordance with the Nat'l Agreement.

2. At any time, an employee may cancel a vacation choice in accordance with Item C,#5. Management will then make that choice available to other employees by posting the vacated choice on appropriate bulletin boards.

3. Exceptions to the above provisions may be made by mutual consent of the parties.

ITEM G. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO CHOICE VACATION PERIOD

Jury duty, military leave and attendance at National, State or Regional assemblies shall not be charged to choice vacation periods.

ITEM H. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

The number of Mail Handlers who shall receive leave during the choice vacation period shall be one (1) Mailhandler.



ITEM I. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR HIM/HER

1. Each Mail Handler shall receive written approval (3971) for the choice vacation period when selection is made.
2. A copy of approved vacation schedules will be furnished to the union prior to the official posting.

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

Management shall notify each employee and post on appropriate bulletin boards the beginning date of the new leave year, which shall be the first day of the first full pay period of the new calendar year. Notification will be made as soon as this information becomes available.

ITEM K. THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD

Application will be made on form 3971 in duplicate with a copy returned to the Mail Handler upon authorization or other action.

ITEM L. WHETHER "OVERTIME DESIRED LISTS" IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

1. The Overtime Desired List shall be established by tour.

2. Overtime Desired Lists shall be in accordance with the provisions set forth in article 8 of the National Agreement.

3. Employees may remove their names from any of the overtime desire lists at any time during the quarterly period, and will not be able to re-sign the list until the next quarter.

4. The union shall be provided with one (1) copy of the Overtime Desired Lists on a quarterly basis.

ITEM M. THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS

The number of light duty assignments, shall be at the discretion of the employer. However, the employer shall notify the AVP of local 300 N.P.M.H.U. in writing when light duty assignments, are to be made or discontinued. Additionally, the restrictions and limitations of each light duty assignment will be delineated.

ITEM N. 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.

Light duty assignments will, be consistant with good business practices, be made on the ill or injured

employee's regular tour. However, this will not be done to the detriment of full time career mailhandlers holding duly bidded positions.

ITEM O. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY

Light duty assignments shall consist of duties assigned by management which are specifically within the physical capabilities of the employee to perform and is identified by acceptable medical documentation.

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.

When it is necessary to abolish job bids (duty assignments) within a section, consultation with the ranking union official, AVP, or other designated representative in writing. Any duty assignments abolished shall be abolished in juniority order leaving the senior duty assignment holders if any.

ITEM Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Parking space will be made available for the ranking union official or representative when warranted.

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 PLAN

Annual leave to attend union activities shall not be charged against choice vacation periods.

ITEM S. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES

ARTICLE 12,SECTION .3B5

1. In accordance with the provisions set forth in article 12,section .3b5, in order to cause a duty assignment to be reposted due to a change in duties or principal assignment area, the specific duties would have to change by at least 50 % as determined by the AVP or the ranking union official or representative.

ARTICLE 12,SECTION .3C

2. In accordance with the provisions set forth in article 12,section .3c, posting and bidding for preferred duty assignments shall be installation - wide.

ARTICLE 12,SECTION .3E3e

3. In accordance with the provisions set forth in article 12, section .3E3e, those employees subject to excessing from a section and not covered by article 25, shall be as follows. It is mutually agreed that

an employees duty assignment is their bid work schedule.

a. The order of movement from a duty assignment will be by juniority. When more than one employee is being excessed simultaneously or the whole duty assignment is being excessed simultaneously, and there is more than one duty assignment that will be gaining the excessed employees, those employees shall be given the choice of which duty assignment they will choose to work in by seniority order.

b. When the duty assignment area as described in (a) above re-opens, the recall to the duty assignment area of previously excessed employees shall be by seniority order.

ARTICLE 12,SECTION .4

4. In accordance with the provisions set forth in article 12, section .4, a section is defined as an installation.

ARTICLE 12, SECTION .6C4a

5. In accordance with the provisions set forth in article 12, section .6C4a, a section is defined the same as article 12, section .4, above.

ARTICLE 13, SECTION .3

6. In accordance with the provisions set forth in article 13, section .3, light duty assignments shall be determined by consultation and agreement with the Union. The light duty assignments are described in item 0.

ITEM T. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTINGS

POSTING OF DUTY ASSIGNMENTS

1. The AVP or other ranking Union official or representative shall be notified when any and all vacancies exist in the Mail Handler duty assignments and given prior notice to review all vacant and newly created positions.
2. When it is proposed to revert or abolish any duty assignment, the AVP or ranking Union official or representative shall be apprised of this intent in advance in writing.
3. Vacant duty assignments to be posted for bidding for full time career regular employees, shall be posted within ten (10) days except for the month of December. Duty assignments will be posted for ten (10) days and employees will be placed in the new assignment within fifteen (15) days of the closing of the bids, as in article 12 B3.

POSTING OF DUTY ASSIGNMENTS  
(CONTINUED)

4 All duty assignments posted for bidding shall contain the information set forth for bidding in article 12.3D.

SENIORITY

1. Management shall provide the Union with one (1) copy of Mail Handler seniority lists on a quarterly basis or whenever requested.

2. All duty assignments shall be awarded on the basis of craft seniority.

REASSIGNMENTS

No Mail Handler properly holding a duty assignment or position within a duty assignment shall be bumped or displaced from that position or duty assignment.