

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN


THE UNITED STATES POSTAL SERVICE


AND

MAILHANDLERS'S UNION, AFL_CIO

CRANFORD, NJ POST OFFICE 07016-9998

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON THIS 17TH OCT. 1996, BETWEEN THE REPRESENTATIVE OF THE UNITED STATES POSTAL SERVICE, AND THE DESIGNATED AGENT OF THE CRANFORD, N.J. POST OFFICE BRANCH OF LOCAL 300 MAILHANDLERS, NPOMH (DIVISION OF LIUNA, AFL-CIO), PURSUANT TO THE LOCAL IMPLEMENTATION OF THE 1994 NATIONAL AGREEMENT.


FRANK W. GORCZYCA
POSTMASTER
U.S. POSTAL SERVICE
CRANFORD, N.J. 07-16-9998


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

MEMORANDA OF UNDERSTANDING

Mailhandlers Division of L.I.U.N.A.
Local #300, Mailhandlers Division
Cranford, NJ Post Office

Item A: ADDITIONAL OR LONGER WASH-UP PERIODS.

All employees shall receive a 5 minute wash-up prior to their lunch (meal) time and a 6 minute wash-up prior to the end of the 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. Termination of postal operations to conform to orders of local authorities, or as local conditions warrant because of emergency conditions, shall be based upon information available and received from local, state, national authorities, and other official sources.
2. Consideration will be given to Acts of God, such as storms, fire, floods, community disasters, and physical limitations that jeopardize the safety and health of employees. The situation must be general rather than personal in scope and must prevent groups of employees from working or reporting to work.
3. With reference to the above, management shall immediately advise the union concerning the appropriate action to be taken and act in accordance with the ELM, subchapter 5, part 519 (Administrative Leave).
4. All requests for administrative leave must be acted upon within 5 days of their submission but in any case no later than 7 days after the Installation Head's decision.
5. Management will avail themselves of public media to notify employees of any changes resulting from the above.
6. Management will take all possible offsetting steps to prevent the inside temperature from dropping below, or going above those established by the U.S.P.S. and as specified in Maintenance Series Handbook MS49.
7. 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 appropriate relief in the form of a temporary transfer to another work area, or of a leave. The nature of such leave, if requested, shall be determined by management, and that leave shall not be unreasonably withheld.
8. Whenever any of the conditions in paragraph 6 & 7 exist, the ranking representative of Local 300 on duty will be notified. Call 1-212-431-0040
9. Every consideration shall be given to leave request of employees who complain of health problems due to conditions arising from the controversion of paragraph 7.
10. Management to the greatest extent possible will notify the union when emergency conditions exist.

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. ✓ Employees who earn 13 days Annual Leave per year shall be granted either 5 or 10 days of continuous Annual Leave.
2. ✓ Employees may submit two requests during the choice vacation period in units of either 5 or 10 days, the total not to exceed 10 or 15 days.
3. ✓ Employees shall submit Vacation Preference Bid Sheet in March 1991, 1992, 1993, 15 days after posting, to Manager or Supervisor. Vacation requests will be approved by seniority.
4. ✓ When an employee submits two (2) requests for Annual Leave during the choice vacation period, the second request will be considered only after all first requests have been approved.
5. All employees will personally be notified when their requests are approved and the vacation schedule will be posted on the mailhandlers' bulletin board.
6. If an employee wishes to cancel a request for Annual Leave, it should be submitted in writing to the manager or supervisor, at least three (3) days in advance of the first day of his/her scheduled vacation. This will permit other employees to take advantage of cancellations. All cancellations will be promptly posted to afford other employees the opportunity to submit a vacation preference bid sheet.
7. To avoid unscheduled absences and to encourage proper use of leave, management will make every effort to grant temporary changes of rest days. Requests must be submitted one week prior to the day in question.
8. Singular or multiple day incidental annual leave shall be granted to at least one mailhandler and to be approved on any given day.
9. Annual leave for an employee's birthday will be granted as long as no other mailhandler is on a bidded vacation.
10. Annual leave requested for part of a day should be acted upon as expeditiously as possible by his/her immediate supervisor providing that the employee submits his/her request one hour prior to the requested time except in emergency situations.
11. The procedure for submission of application for Annual Leave during the choice vacation period shall be as follows:

The employee must submit PS Form 3971 in duplicate requesting annual leave to his/her immediate supervisor no less than two (2) days and no more than two (2) weeks prior to the beginning date of such annual leave. Such requests will be acted upon within two (2) work days of receipt. Should the supervisor fail to advise the employee within time period stipulated, the request will be considered approved by all parties.

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 all cases, the supervisor will advise the employee via duplicate PS Form 3971 of his/her decision.

Item D: THE DURATION OF THE CHOICE VACATION PERIOD.

The choice vacation period shall be:

~~May 11, 1991 through September 27, 1991~~
 May 9, 1992 through September 25, 1992 1997
 May 8, 1993 through September 24, 1993 1998

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 OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

Jury duty and attendance at National or State Conventions, shall not 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 the choice vacation period shall be at least one mailhandler.

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

Management will issue official notices to each employee of the vacation schedule approved for such employee. Vacation schedules will be posted on the official mailhandler bulletin board as soon as approved. Official notice will consist of PS Form 3971 and the posting on the bulletin board.

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

1. By November 1st of each year, 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 APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

Applications for annual leave submitted (on PS Form 3971) outside the choice vacation period shall be acted upon within two (2) working days, provided that such request is made within 30 days of the leave date(s) requested. The request will be considered approved if it is not acted upon within two (2) work days; absent of any emergency situation. 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. All mailhandlers shall be notified at least two (2) weeks prior to each calendar quarter to submit their names, if they desire.
4. In emergency situations employees who give 24 hours notice will be able to retract their name from the list for the remainder of the quarter after submitting written documentation. Successful bidders and newly assigned employees coming on the tour or section (pay location) shall be given the opportunity to add their names to the list.
5. 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 employee shall be required to work beyond the number of hours announced one hour prior to the end of the tour, except as provided in the National Agreement.
6. No other personnel shall be assigned to the mail handler craft duties until all mailhandlers have been afforded an opportunity to perform such duties on an overtime basis.
7. Nothing in this section should be construed to mean that an employee who has volunteered for the OTDL and who has requisite skills and who is available for work is to be by-passed for overtime.

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

Where available, light duty assignments will be made available for all deserving full time or part time flexible mailhandlers. The light duty assignments will be 1) Rewrap, 2) Color Coding, 3) Phone Answering.

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.

Management and the Union will set guidelines. No light duty assignment will adversely affect a mailhandler holding a bid assignment.

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

As stated in Item M above, light duty assignments will be 1) Rewrap, 2) Color Coding, 3) Phone Answering.

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. Management will reassign all casuals and part-time flexies off a tour before doing so to a full-time employee.
2. Mailhandlers whose bid positions are abolished, retain retreat rights on the tour where his position was abolished or excessed. These retreat rights are to be exercised in accordance with Article 12.6C4c of the National Agreement.
3. 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.
4. 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 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 not 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 73

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 mailhandler 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 mailhandlers bulletin board.
2. Bids for all mailhandler positions will be posted on the official mailhandler 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. At the end of each accounting period the Union designee will be provided with a list of all employees who were or are on light duty. The list will include the employee's regular assignment as well as the light duty assignment.
7. At the end of each accounting period the Union designee will be provided with a list of all employees who were or are on limited duty. The list will include the employee's regular assignment as well as the limited duty assignment.
8. Prior to reassigning any mailhandler, management will notify the Union or their designee.
9. Holiday lists will be posted no later than Tuesday of the week prior to the holiday. A copy will be posted on the official mailhandlers bulletin board.
10. 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.
11. 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.
12. 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:

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