

National Postal Mailhandlers Union
New Brunswick Branch Local 300
AVP William Donohue

Kilmer PD&C 21 Kilmer Rd. Edison, NJ 08899-9998

TO: Pre. L.Adams
NPMHU L-300
401 Broadway-Room 1400
New York,N.Y.10013-3098
FROM: W.Donohue

DATE: Aug.02,1999

SUBJECT: LMOU Edison Main P.O., Edison,N.J.08818

Enclosed please find a copy of the Edison Branch LMOU which was signed by the management representative and returned to me today. One item from this office was previously submitted to impasse. Copies were reproduced here at Kilmer and forwarded today to Steward Vincent Gigantino for distribution to the Edison members.

Fraternally,



W. Donohue

A. Additional or longer wash up periods.

All mail handlers shall be granted (5) minutes wash-up time before lunch and at the end of their scheduled tour. In addition, reasonable time will be given to those employees who work with toxic or exceptionally dirty materials. Each such case to be considered on an individual basis.

B. Guidelines for the curailment or termination of postal operations to conform to the 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, national 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 occurances such as storms, fire, flood, community disasters and physical limitations which do or might endanger the safety and health of employees.

Postal officials shall make the safety of the employee 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 taking leave. The nature of such leave, if requested, shall be determined by management, and that leave shall not be unreasonably withheld.

C. Formulation of the local leave program.

Leave will be granted in accordance with Nat'l. Agreement Art.10

Mail handlers 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 be available and/or posted.

Mail handlers will be permitted to cancel scheduled vacation leave. Employees who have not had their maximum allowable vacation and are junior to the employee canceling vacation shall have first preference by seniority of the canceled week.

Fifteen percent of mail handlers per tour shall be granted leave during the choice vacation period. Tour 1 shall be defined as having a start time between 8:00PM and 4:59AM. Tour 2 shall be defined as having a start time between 5:00AM and 7:59PM.

C. Formulation of the local leave program.

All leave slips for future day use will be acted upon and returned to the mail handler within 48 hours. or on the next day actually worked. Any leave requested and not acted upon within these time frames shall be considered granted. No annual leave requests will be honored if submitted more than two months prior to use. All requests filed within this time frame shall be awarded on a first come first served basis. All partial numbers created by the use of this percentage basis will be rounded up to the next whole number if .5 or above.

Non-choice vacation period leave will be granted as ten percent of mail handlers per day including Dec.25 thru Dec.31 and excluding Dec.01 thru Dec.24 of each leave year. Preceding submissions are to be made in advance. Next day requests made by 5PM of the day before requested leave will be honored if book is open. All partial numbers so created will be rounded up to the next whole number if .5 or above.

D. The duration of the choice vacation period.

The choice vacation period will commence on the third Monday in April and extend through the second week in September.

E. The determination of the beginning day of an employees vacation period.

All mail handlers will begin their vacation on Monday . No mail handler will be forced to work on their normally scheduled rest days which occur in conjunction with a scheduled vacation period.

F. 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 is not to exceed the ten or fifteen days as determined by the number of days earned annually.

G. 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. Attendance at Union conventions shall not be charged against the number of employees approved leave.

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

Fifteen percent per tour shall be granted leave during the choice vacation period.

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

PS form 3971 will be submitted by the employee, in duplicate, and shall be returned to the employee prior to the posting of the vacation schedule. A general schedule of approved choice vacation periods shall be kept current and available to all mail handlers.

- J. Determination of the date and means of notifying employees of the beginning of the new leave year.

No later than November 1 of each year management shall notify employees of the beginning of the new leave year by posting such notice on all official bulletin boards.

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

All slips submitted for a future day will be acted upon within forty-eight hours and returned to the employee on the next day actually worked. Next day leave requests made by 5PM of the day before the requested leave will be honored if the book is open. Any leave requested and not acted upon within these time frames shall be considered granted. No leave slips will be honored if submitted more than two months in advance.

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

Overtime desired lists shall be established by tour and section. Notice of overtime shall be given at least one hour prior to the end of the mail handler's tour. No mail handler shall be required to work beyond the number of hours announced by management except as provided for in the Nat'l. Agreement. If an emergency situation occurs, management will advise the union of the reason for the emergency.

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

Light duty assignments will be granted on the basis of need warranted. Extended light/limited duty assignments are to be approved upon receipt of medical evidence, final determination to be made by Postmaster.

- 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.

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

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

Any mail handler requiring light duty will be assigned duties consistent with the limitation medically determined, as contemplated in Art.13 of the Nat'l. Agreement. The following are some examples identified by not inclusive:

1. Sweeping cases.
2. Loading ledges.
3. Tying out mail.
4. Simple (non-scheme) breakup.
5. Dressing sack rack.
6. Sack examination.
7. Traying letter mail.
8. OCR/BCS/DBCS mail preparation.
9. Any/all other job assignments covered under the Nat'l. Agreement and Regional Instruction #399 within the physical limitations of the mail handler.

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.

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

Q. The assignment of employee parking spaces.

Parking will be on a non-assigned basis.

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

Annual leave to attend Union activities, other than State or National Conventions, requested prior to determination of the choice vacation schedule, shall not be charged to the choice vacation period.

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

- Art.12.3B5
- Art.12.3C
- Art.12.3E3e
- Art.12.4
- Art.12.6C4a
- Art.13.3

Assignments shall be defined as installation wide.

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

Posting will be in accordance with the Nat'l. Agreement.

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

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

U. Former item #19 - Bulletin board.

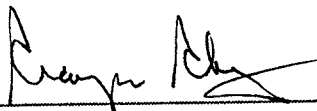
It is agreed that management will provide a bulletin board designated for the mail handlers to utilize for Union information.

All correspondence relative to the maintainance of this LMOU shall be given to the local steward or sent to either or both of the following;

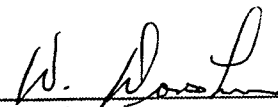
NPMHU L-300
Pres. L.Adams
401 Broadway-Room 1400
New York,N.Y.10013-3098

NPMHU L-300/AVP W. Donohue
Kilmer P&DC
21 Kilmer Rd.
Edison,N.J.08899

This Memorandum of Understanding is entered into on June 28,1999, at Edison,N.J., 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 Nat'l. Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.



Crayson Cheung
United States Postal Service
Manager, Customer Services



W. Donohue
NPMHU L-300
AVP Kilmer P&DC