

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**U. S. POSTAL SERVICE  
ELIZABETH, NJ 07207-9998**

**AND**

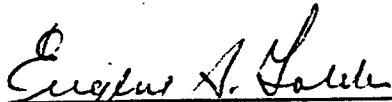
**ELIZABETH LOCAL 300 LIUNA, NPMHU**

I N D E X

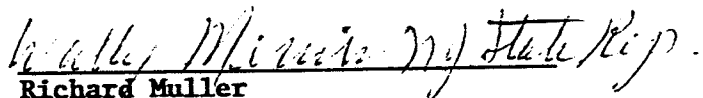
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Memorandum of Understanding between the U. S. Postal Service, Elizabeth,  
NJ 07207-9998 and Elizabeth Local, 300 LIUNA, NPMHU.

Change the identification item numbers to alphabetical letters for the  
duration of this agreement.



Eugene A. Golda  
Eugene A. Golda  
Management Negotiator



Richard Muller  
Richard Muller  
Chief Steward, Local 300

**ITEM A - ADDITIONAL OR LONGER WASH UP PERIODS**

Management will grant all Mailhandlers 5-Minute Wash-Up before lunch and at conclusion of tour of duty.

Mailhandlers detailed from one Postal building to another shall also be entitled to a 5-Minute Wash-Up Period when they are detailed from one building to another.

Upon proper request to his or her immediate supervisor, an individual mailhandler may request and may be granted an additional reasonable period of time to wash up, provided such time is necessary due to the fact that the work performed is dirtier and more toxic than normal and the existing wash up period is insufficient in this particular instance.

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**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.**

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.

Management will consult with the Union concerning the appropriate action to be taken where the emergency is of such a nature that advance notice is possible. Management will make every effort to avail themselves of all public media to notify employees of any change resulting from the above.

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**ITEM C - FORMULATION OF LOCAL LEAVE PROGRAM**

Described under Item 4 through 11 inclusive.

Every effort will be made to grant employees annual leave to observe their religious obligations.

**ITEM D - THE DURATION OF THE CHOICE VACATION PERIOD.**

The Choice Vacation Period shall commence with the second week of May and shall continue to the end of the first week of October for the duration of the agreement. In addition, the week of Thanksgiving will be part of the Choice Vacation Period.

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

The vacation week shall begin on Monday and end on Sunday.

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**ITEM F - WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE OR TEN DAYS.**

It is agreed that two selections during each Choice Vacation Period will be honored in units of either five or ten working days - the total not to exceed ten or fifteen days, as per National Agreement.

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

Employees called for Jury Duty or Union Officials attending National and State conventions during the Scheduled Choice Vacation Period shall not be deprived of an alternative vacation period. The alternative period must be a period not allotted or assigned to another employee.

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**ITEM H - DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.**

- A) Management will calculate the total annual leave due all mailhandlers.
- B) Management will calculate the number of employees off per week by dividing the length of the Choice Vacation Period (See Item V) into the total number of vacations available and established above, in conformance with Article X of the National Agreement.
- C) Vacation requests for Choice Vacation Period shall be accepted until March 15.

**ITEM H - DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.**

First selection to be posted April. Available weeks for second selection will be posted April 1. Requests for second selections must be submitted by April 8 and will be posted April 15.

- D) Available weeks for second selection will be posted April 1, to assure that no employee is required to forfeit any part of such employee's annual leave. Seniority will be used for second selection, after all employees have had an opportunity for first selection.
- E) The Chief Shop Steward of Local 300 will be provided copies of all relevant information.
- F) In those instances where an employee cancels his vacation period at least two weeks prior to the actual vacation period, the period will be reposted for bid to qualified employees.
- G) In those instances when an employee cancels his/her Choice Vacation Period in less than (2) two weeks, Management will notify the union and discuss if feasible to have the week posted.

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**ITEM I - THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR EACH EMPLOYEE.**

- A) Each employee will submit Form 1547 for requested periods.
- B) The vacation schedule will be posted on the bulletin boards.
- C) Each employee must submit Form 3971 seven (7) days prior to the approved period.

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

During the month of November each year, a notice must be posted on all bulletin boards indicating the New Leave Year.

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

- A) Applications for less than eight (8) hours annual leave for the same day for which request is applied, may be approved by the immediate supervisor on duty that day on a first come first served basis.
- B) For a period of eight (8) to twenty-four (24) hours annual leave, employee may submit his/her request through their immediate supervisor five days in advance of the requested time period. Employees should be notified no less than 2 working days (48) hours prior to their requested time off from the supervisor approved or disapproved. Giving reason on Form 3971. The supervisor shall determine the number of employees to be granted annual leave based on service needs on a seniority basis.
- C) Application for annual leave for periods other than choice vacation period in excess of three (3) days (24 hours or more) shall be submitted to the office of the Manager of Customer Service up to thirty (30) calendar days prior, but not later than twenty-one (21) calendar days to the period requested. Applications will be considered on seniority basis, processed and returned as soon as possible, but no later than fourteen (14) calendar days prior to date requested.

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ITEM L - WHETHER "OVERTIME DESIRED LIST" IN ARTICLE VIII SHALL BE BY SECTION AND/OR TOUR.

- A) The "Overtime Desired List" at the Elizabeth, NJ Post Office be administered by tour.
- B) Notice of overtime will be given one-half hour ( $\frac{1}{2}$ ) prior to the end of tour except for any unforeseen circumstances.

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ITEM M - THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

Light duty assignments to be considered upon receipt of medical evidence. All light duty assignments will be governed by the National Agreement.

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ITEM N - THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENT SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.

- 1) Management and the Union will set guidelines. No light duty assignments will adversely affect a mail handler holding a bid assignment in accordance with the National Agreement.
  - 2) Light duty assignments will require medical documentation from a physician, chiropractor, or other medical practitioner. Management may assign light duty upon request of an employee without certification, for a period of less than eight hour tour.
- .....

ITEM O - THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

- 1) Mail Handler Craft employees who are certified for light duty by the Postmaster will be given light duty assignments on his/her regular scheduled tour if practicable. Assignments to be considered for light duty may be dressing sack racks, sack examination, sweeping cases, culling and traying, but not limited to.
  - 2) Any Mail Handler Craft employees who became a successful bidder on a new assignment during his period of certified light duty will not be required to report to his/her new assignment until the expiration of that particular period of light duty, not to exceed 30 days.
- .....

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.

Each tour is a section. There will be principal assignments within the section.

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ITEM Q - THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

A) Parking spaces for Mailhandlers shall be provided when available proportionately by the number of employees assigned each tour. LIUNA will submit to Management a list of names and license plate numbers of employees assigned each space. A color coded diagram of the parking lot will be posed on employee's bulletin boards.

B) Parking spaces provided for the Mailhandler craft:

24 through 31 - Eight (8) spaces - Tour # 1

24 through 31 - Eight (8) spaces - Tour # 2

22 through 31 - Ten (10) spaces - Tour # 3

C) All mailhandler parking spots will be clearly identified.

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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 or LWOP to attend union activities requested on P. S. Form 3971 shall not be charged to the Choice Vacation Period. Union activities are defined as one day meetings not to exceed four times per calendar year.

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

Article 12, Section 3B 5

If the principal assignment area is changed, provided the incumbent does not accept the change, the job will be reposted.

Article 12, Section 3C

A) Posting will be installation-wide.

B) Consultation with local representatives will be held if changes are to be made.

Article 12, Section 3E 3e

The order of movement of bid assignment full-time regulars will be by juniority. However, a senior mailhandler in the principal work area may volunteer to be moved. Management will consider this request.

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Article 12, Section 3E 3e

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

1. Volunteers by order of seniority
2. Casuals
3. Part time flexible employees by inverse seniority.

Article 12, Section 4

A section will be by tour and principal assignment area. Examples of principal assignment areas are 010, 020, 210, etc. Tour hours are:

- Tour # 1 - 11:00 PM TO 7:30 AM
- Tour # 2 - 6:00 AM TO 3:30 PM
- Tour # 3 - 3:00 PM TO 11:30 PM

Article 12, Section 6C 4a

See Article 12, Section 4

Article 13, Section C

Refer to Items M, N, O

Article 8, Section 5 - Article 11 - Section 6 - Article 31

In addition, the Local Union Official will be given copies of the Overtime Desired List, Quarterly Seniority List, Holiday schedule and listing of employees on light/limited duty.

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON OCTOBER 24, 1996 AT ELIZABETH, NEW JERSEY, BETWEEN THE REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE, AND THE DESIGNATED AGENT OF THE NATIONAL POST OFFICE MAILHANDLERS, WATCHMEN, MESSENGERS AND GROUP LEADERS DIVISION OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, PURSUANT TO THE LOCAL IMPLEMENTATION PROVISION OF THE 1994 MAILHANDLER NATIONAL AGREEMENT. THIS MEMORANDUM OF UNDERSTANDING CONSTITUTES THE ENTIRE AGREEMENT ON MATTERS RELATING TO LOCAL CONDITIONS OF EMPLOYMENT.

*Elwood Pryor*

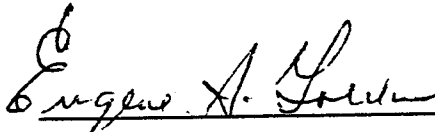
For the United States Postal Service  
Elwood Pryor, Postmaster  
Elizabeth, New Jersey 07207-9998

*Wally Merwin NJ State Rep.*

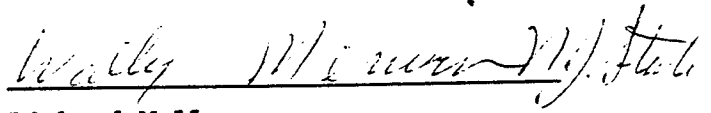
For the Union  
Wally Merwin, NJ State Representative

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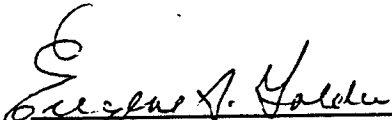
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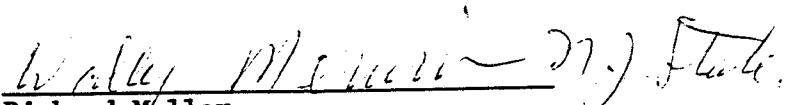


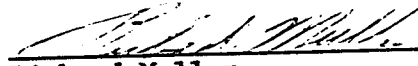
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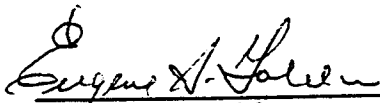
  
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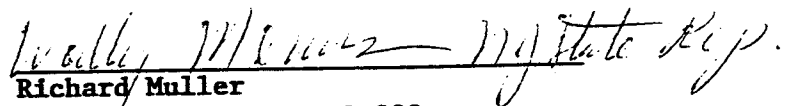
  
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*Ernest A. Moore*

*Walter Morris - H. J. State Rep.*