

LOCAL MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, entered into on May 31, 1991, at Jersey City, New Jersey 07303-9998, between the representative of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, Local 300 AFL-CIO, pursuant to the Local Implementation Provision of the 1990 National Agreement with the National Postal Mail Handlers Union, Division of the Laborers' International Union of North America, AFL-CIO.

This MEMORANDUM OF UNDERSTANDING constitutes the entire agreement on matters relating to local conditions of employment.

It is agreed between the Postmaster, Jersey City and the National Postal Mail Handlers Union, Local 300 AFL-CIO that in addition to acceptance of the Provisions that Supplement the 1990 Nationally-Negotiated Working Agreement signed by the United States Postal Service and the Exclusive Bargaining Union, the parties to this agreement accept and will be bound by the following terms and conditions of employment as they affect all Jersey City National Postal Mail Handlers Union, Local 300 AFL-CIO Employees.

The National Postal Mail Handlers Union, Local 300 AFL-CIO in the Jersey City Post Office is entitled to act for and to negotiate for and to represent members of the Mail Handler Craft in the Jersey City Office during the life of this contract.

ARTICLE 30

ITEM A

ADDITIONAL OR LONGER WASH-UP PERIODS

Installation Head shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic material.

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.

- A. Determination as to the needs for curtailment and/or termination of Postal operations on the local level shall be made by the Installation Head or his designee, with due consideration of the welfare of the employees. The Union will be advised of the decision as soon as practical.
- B. Consideration will be given to acts of God, i.e., storms, fires, floods and community disasters that jeopardize the safety and health of groups of employees.
- C. 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.
- D. Management to the greatest extent possible will notify the Union when emergency conditions exist.

ITEM C

FORMULATION OF LOCAL LEAVE PROGRAM

- A. Any opening in the vacation plan, as the result of unforeseen circumstances, shall be made available on a seniority basis in the tour in which the opening occurs, providing there is no curtailment of personnel replacements.
- B. There shall be no trading of vacations except upon presentation of an acceptable valid reason and the concurrence of the Union Administrative Vice President or his designee and Management.
- C. 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.
- D. Emergency annual leave shall be granted upon request of an employee upon presentation of an acceptable valid reason and should not be a recurring occurrence.
- E. All employees will be notified when their requests are approved by posting on the bulletin board.
- F. Annual leave or leave without pay requested by bona fide Union representatives to do Union business should be granted. The request should normally be on a 3971.

- G. To avoid unscheduled absences and to encourage proper use of leave, employees working within the same job title and within the same tour should not be unreasonably denied the right to temporarily swap rest days including Saturday and/or Sunday.
- H. Singular or multiple day incidental annual leave shall be granted, at least until the specified vacation number for the period is reached.
- I. 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 within one hour after reporting for duty.
- J. The procedure for submission of application for on additional week of annual leave during the choice vacation period shall be as follows:
1. The employee must submit 3971 in duplicate requesting annual leave to his/her immediate supervisor seven (7) day prior to the beginning date of such annual leave. Such requests will be acted upon within three (3) work days of receipt. Should the supervisor fail to advise employee within the time period stipulated, the request will be considered approved by all parties.

ARTICLE 30

ITEM D

THE DURATION OF THE CHOICE VACATION PERIOD

Choice vacation period will commence the third week in May through the first week in September, plus Thanksgiving week.

ITEM E

THE DETERMINATION OF THE BEGINNING DAY OF
AN EMPLOYEE'S VACATION PERIOD

Vacation period shall start on Monday of the service week. Exceptions may be granted by agreement among the employee, his Union Representative and the employer. Each request for exception must be considered on its own merit.

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 (2) selections during the choice vacation period in units of either five (5) or ten (10) working days, the total not to exceed ten (10) days for employees earning thirteen (13) days per annum and fifteen (15) days for employees earning more.

ARTICLE 30

ITEM G

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

An employee who is called for Jury Duty during his scheduled choice vacation period is eligible for another available period provided this does not deprive any other employee of his first choice for scheduled vacation.

ITEM H

DETERMINATION OF THE MAXIMUM PERCENTAGE
OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH
WEEK DURING THE CHOICE VACATION PERIOD

A. The maximum number of employees granted leave during the choice vacation period is as follows:

TOUR 1	2 employees
TOUR 2	2 employees
TOUR 3	1 employee

B. Open for renegotiation if authorized mail handler complement increases.

ITEM I

THE ISSUANCE OF OFFICIAL NOTICES TO EACH
EMPLOYEE OF THE VACATION SCHEDULE APPROVED
FOR SUCH EMPLOYEE

ARTICLE 30

Official notice of approved prime vacation schedule to be posted on the Bulletin Board. For any subsequent awards management will update the official posting of vacation awards on the official bulletin board.

ITEM J

DETERMINATION OF THE DATE AND MEANS OF
NOTIFYING EMPLOYEES OF THE BEGINNING OF
THE NEW LEAVE YEAR

- A. Management shall post by October 1st, on all Bulletin Boards, a notice that will alert employees that all annual leave for the current year in excess of 440 hours will be forfeited as mandated in Postal Regulations - if not taken by date of the new leave year.
- B. A copy of this information will be furnished to the Union.

ITEM K

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

- A. Employees desiring annual leave shall submit application to their supervisor in writing at least seven (7) calendar days prior to the desired date. The employee shall be advised of the decision within three (3) working days after application. This shall not preclude

an employee requesting leave time and being granted such leave should manpower be available.

- B. Annual leave will be granted on a first come first serve basis except when requests are submitted on the same day and the same tour it will be granted by seniority.

ITEM L

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

- A. "Overtime Desired" lists in Article 8 shall be by tour.
- B. In emergency situations employees who give 24 hours notice will be able to retract their names from the list for the remainder of the quarter after submitting written documentation. Successful bidders and newly assigned employees coming on the tour shall be given the opportunity to add their names to the list.
- C. Detailed employees can only sign the Overtime Desired List for the tour on which they are officially assigned, not the detailed tour.

ITEM M

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

Light duty positions will be made available for all deserving full time or part time flexible mail handlers to the extent possible.

ARTICLE 30

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.

- A. Management and the Union will set guidelines. No light duty assignments will adversely affect a mail handler holding a bid assignment.
- B. 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 periods of less than eight hour tour.

ITEM O

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY

- A. 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.
- B. 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.

ARTICLE 30

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

- A. For the purpose of this item, a section will be identified as a tour.
- B. Mail Handlers, whose bid positions are abolished, retain retreat rights in the section where his position was abolished or excessed. These retreat rights are to be exercised in accordance with the provisions of Article 12, 6C4C of the National Agreement.
- C. For permanent reassignments, management will make an effort to give any unassigned full-time mail handler a choice, based on seniority, if more than one vacancy exists.
- D. 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 Q

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

When there are bargaining unit parking spaces set aside for Mail Handler employees, one such parking space shall be assigned to the designated agent of the Mail Handlers Union. First priority to handicapped employees.

ARTICLE 30

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 Form 3971
shall not be charged to the choice vacation period.

ITEM S

THOSE OTHER ITMES WHICH ARE SUBJECT TO LOCAL
NEGOTIATIONS AS PROVIDED IN THE FOLLOWING
ARTICLES

Article 12, Section 3 B 5

Article 12, Section 3C

Article 12, Section 3 E 3 e

Article 12, Section 4

Article 12, Section 6 C 4 a

Article 13, Section 3

ITEM S

Article 12, Section 3 B 5

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

- A. Unless specified otherwise here, posting and bidding for preferred duty assignments shall be installation wide.
- B. Bids for craft assignments shall be posted on all official bulletin boards at this installation.
- C. Duty assignments on a daily basis will be assigned to the senior qualified volunteer on the tour where the available duty assignment exists.

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

4. Unassigned full time regulars by inverse seniority
5. Full time regulars working on their non-scheduled day (over time) 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 temporarily reassigned a mail handler will retain his/her seniority throughout the building and tour but will be junior to the mail handler properly holding a bid assignment or duty assignment on the tour. This relative standing is for purposes of assignment within the tour.

Article 12 Section 4

- A. A section will be defined as a tour.
- B. A tour will be determined by the begin time in the building. Tour two will be considered any begin time between 4 A.M. and 8 A.M.

ITEM T

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO
SENIORITY, REASSIGNMENTS AND POSTING

- A. Employee Relations shall post a seniority list of all employees represented by the Mail Handlers Union at this installation. This list will be updated quarterly during the months of January, April, July, and October and will be posted.
- B. Bids for all mail handler positions will be posted on all official bulletin boards.
- C. The overtime desired list(s) will be posted on official bulletin board.
- D. Copies of the posted overtime desired lists will be provided to all chief stewards on the respective tours.
- E. When it is necessary to revert or abolish a mail handler position the Union will be provided, in writing, the reason for the action.
- F. The steward or state representative, or his/her designee, will be provided with copies of all notices and postings that affect the mail handler craft.

ITEM T

- G. 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. This list will include the employee's regular assignment as well as the light duty assignment.

- H. At the end of each accounting period the state rep. or his/her designee will be provided with a list of all employees who were or are on Limited Duty. This list will reflect the employee's regular assignment as well as the limited duty assignment.

- I. Prior to reassigning any mail handler, management will notify the Union or their designee.

- J. Holiday lists will be posted no later than the Tuesday of the week prior to the holiday.

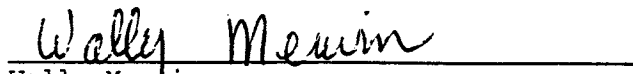
- K. The state rep. or his/her designee will be provided with copies of all Safety Committee Meeting and inspections prior to posting.

- L. All details will follow the National Agreement guidelines.

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State Representative Local 300
National Postal Mail Handlers Union
For the Union