

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

THE U.S. POSTAL SERVICE

KILMER P&DC

**AND
THE**

NATIONAL POSTAL MAIL HANDLERS UNION

LOCAL #300

1999 - 2000

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED ON
MAY 17th, 1999 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 – 2000
NATIONAL AGREEMENT. THIS MEMORANDUM OF
UNDERSTANDING CONSTITUTES THE ENTIRE AGREEMENT
ON MATTERS RELATING TO LOCAL CONDITIONS OF
EMPLOYMENT.

ARTICLE 30

LOCAL IMPLEMENTATION

ITEM 1. WASH UP

All mail handlers will be granted ten minutes of wash-up time before lunch and at the end of their scheduled tour. Additional reasonable time will be granted to employees doing extremely dirty work or working with actual or presumed toxic materials, upon completion of such assignment. If the USPS should for any reason discontinue the practice of providing work gloves for our members (as been the past practice in excess of 25 years). The granted wash-up period will be automatically increased to 15 minutes (an additional 5 minutes) as identified in this item above.

ITEM 2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE (5) DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

The regular work week of five days with two consecutive days off will be scheduled to the maximum extent possible. Management will consult with the Union for days off on all newly created positions. The needs of the service to be considered at all times.

ITEM 3. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF
POSTAL OPERATIONS TO CONFORM TO ORDERS OF
LOCAL AUTHORITIES OR A LOCAL CONDITIONS WARRANT
BECAUSE OF EMERGENCY CONDITIONS

- A. Should local conditions warrant wholesale closing of business and local industries, and if public transportation is sharply curtailed; then any Postal employee in those areas affected by floods, hurricane, blizzard, civil disturbances, etc. – these employees may be granted Administrative Leave as outlined in Chapter 5 of the Employee & Labor Relations Manual.
- B. The Administrative Vice President of the Union will be notified of the implementation of this article whenever the Postmaster determines that extreme emergency conditions, orders of local authorities, or acts of God, cause physical or climatic conditions that prevent employees from reporting to work. In such instances it will be necessary that the Postmaster consult with local Postmasters and branches, local authorities, local weather stations, police and fire departments, as well as higher authority of the Postal Service prior to his/her being able to make a decision and advise the Administrative Vice President of the intended implementation.

- C. In the event that climatic conditions develop within the work areas of the facility, resulting in extreme hot or cold conditions, the Postmaster or his/her designee will consult with the Union and make every effort to relieve the condition or place the employees in areas that are not affected by these conditions. Every effort must be made to assure that postal delivery standards are met during these conditions.

ITEM 4. FORMULATION OF LOCAL LEAVE PROGRAM

All requests for extended leave must be submitted in writing to the appropriate MDO. They will be considered by office seniority for trips; other reasons will be considered.

- A. Application for choice vacation period will be submitted by March 15th and posting of the vacation schedule will be made by April 15th of that year.
- B. No employee shall have his/her scheduled choice vacation period cancelled because of the unexpected absences of other employees, even if it becomes necessary to pay overtime.
- C. Management, will consider each request for Emergency Annual Leave on the merits of the individual situation; with no reasonable request being normally denied.

- D. Should a mail handler cancel his/her vacation choice, the cancelled period will be posted provided no other mail handler has been denied this period as his/her first choice. Such cancelled vacation shall be awarded on a seniority basis.
- E. Vacation periods must be cancelled a minimum of fourteen days prior to qualify for reposting.
- F. Application for extended leave will be submitted via written request to the MDO and will be granted by seniority.
- G. Any mail handler approved for leave, who is short those annual leave hours to cover such leave, will be granted LWOP. Under these circumstances the mail handler shall not be charged AWOL upon return.
- H. Mail handlers at their option may cancel leave at any time and may not be forced to take the leave or remainder of the leave.
- I. All or any part of cancelled vacation selection shall become available for incidental leave.
- J. A mail handler requesting annual leave for their birthday 14 days in advance shall have that annual leave approved.

- K. Every consideration will be given to requests for leave for a mail handler's religious holidays. Mail handlers requesting leave to attend the funeral of an immediate family member (as outlined in ELM 519.262) will be granted such leave.
- L. Requests for partial, single, or multiple day incidental leave filed in compliance with the general requirements of Article 30 Item #12, shall be granted until at least this fifteen percent is reached. (this is primarily added to the general formulation section; as well as under 9B where it is currently carried).
- M. On a daily basis, all partial day leave submitted need not be acted upon until two hours after the employee start time; but should receive approval/denial within one hour of submission after this threshold has passed.
- N. All leave submitted on a tour shall be considered on a first come basis by seniority.

ITEM 5. THE DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period will commence on the third Saturday in April and extend through the last Friday in November.

**ITEM 6. THE DETERMINATION OF THE BEGINNING DAY OF AN
EMPLOYEE'S VACATION PERIOD**

- A. All mail handlers will begin their vacation on the first day of the employee's basic workweek, except those with Sunday – Monday rest days which may be negotiated with the tour Manager, Distribution Operations (MDO). Any request for leave will not be unreasonably denied.
- B. No mail handler will be required to work on any of his/her normally scheduled rest days which occur in conjunction with a scheduled vacation period.

**ITEM 7. EMPLOYEES AT THEIR OPTION MAY REQUEST TWO (2)
SELECTIONS DURING THE CHOICE VACATION PERIOD, IN
UNITS OF EITHER FIVE (5) OR TEN (10) DAYS**

- A. Mail handlers shall have the option of two selections during the choice vacation period in units of five or ten working days. The total not to exceed the ten or fifteen days as determined by the number of days earned annually. When requesting a split choice period, the employee must indicate the one most preferred. However, the second choice will not deprive another mail handler of his/her first choice.

- B. Mail handlers shall have the right to submit a vacation request for three consecutive weeks (Article 10.3D2) as their first choice.

ITEM 8. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

- A. Jury duty will not be charged to the choice vacation period.
- B. Attendance at National or State conventions will not be charged to the choice vacation period.
- C. An employee who falls into this category is eligible for another available period, provided this does not deprive any other mail handler of his/her first choice for scheduled vacation.

ITEM 9. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

- A. A total of fifteen (15%) percent of all mail handler craft employees by tour shall be granted annual leave during each week of the choice vacation period. All partial numbers so created are to be made whole by advancement to the next highest number.
- B. Requests for partial, single, or multiple day incidental leave

filed in compliance with Article 30. Item #12, shall be granted until at least this fifteen percent is reached.

- C. Requests for single or multiple day incidental annual leave due to extenuating circumstances shall not be denied solely on the basis of having reached fifteen percent off. Incidental leave requests shall not be unreasonably denied.
- D. Management to the greatest extent possible shall grant additional mail handlers annual leave during this period.
- E. Union officials on Union leave will not be included in these minimums.

ITEM 10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

- A. POD forms 1547A are to be submitted by the employee, in triplicate, and shall be returned to the employee in ample time prior to the posting of the vacation schedule.
- B. All mail handlers will be personally notified when their requests are approved or denied. Mail handlers shall be required to initial the Supervisor's copy of POD form 1547A showing they were advised of the vacation schedule approved for them.

- C. A general schedule of the approved choice vacation period shall be posted by April 15th of the leave year and kept current.

ITEM 11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW YEAR

No later than November 1st of each year Management shall notify all employees of the beginning of the new leave year by posting such notice on all official bulletin boards. A copy of which is to be furnished to the Union.

ITEM 12. THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD

- A. Requests for one day or less shall be answered within 24 hours after PS Form 3971 is received by the (immediate) supervisor.
- B. Requests for over one day shall be answered within 48 hours after PS Form 3971 is received by the appropriate supervisor.
- C. All requests must be submitted in duplicate.
- * D. No annual leave requests shall be honored if submitted more than three weeks prior to use. All annual leave requests submitted within this time frame shall be awarded by seniority on a first come first serve basis.

- ~~X~~ E. If PS Form 3971 is not returned in the required time, the employee's request is considered approved.
- F. All annual leave requests in excess of 8 hours submitted on the weekend shall be answered within 48 hours.
- G. A minimum of 10% of the mail handler craft employees, by tour, shall be granted annual leave on any given day excluding the prime time vacation period and from December 1st through December 24th of any given year. Any partial numbers established by the use of a percentage shall be made whole by advancement to the next highest number. Union officials on Union leave shall not be included in this minimum.
- H. Requests for leave to conduct official union business by the Administrative Vice President shall not be unreasonably denied, and shall not be charged to the non-choice vacation period.
- I. All leave shall be granted in accordance with assigned tour complement and not daily schedule complement.
- J. Partial day leave slips submitted for same day use need not be responded to within the first two hours of the employee's tour; partial day leave slips will be approved/denied within one hour of submission if the submission follows the two hour initial tour leeway period.

ITEM 13. WHETHER "OVERTIME DESIRED LISTS" IN ARTICLE 8

SHALL BE BY SECTION AND/OR TOUR

A. [Overtime] shall be granted by section, and (if exhausted) then by tour.

B. The Union shall be provided a copy of the ODL for each quarter and a copy of the accompanying "sign-up" sheets. The ODL once posted will remain in effect for the entire length of this contract.

C. Any mail handler bidding to a new tour or section shall have the right to have their name added to the existing ODL(s) in the new area /tour. The Union shall be notified in writing of any such additions.

A quarterly sign-up sheet will be posted for additions only.

D. Any mail handler shall have the right to have their name removed from the ODL providing the request is made two hours in advance of the end of their tour. This request shall be in writing to their immediate supervisor.

E. A new rotation shall start with each quarter; beginning with the senior mail handler.

F. There shall be three lists by tour:

- a) Before tour list
- b) After tour list
- c) Non-scheduled day list

G. Mail handlers on the non-scheduled day list shall be notified of any overtime opportunities prior to the last hour of their scheduled tour

they worked preceding the overtime day. Each mail handler will be notified individually by management for all overtime.

- H. Before tour list overtime mail handlers will be notified of their overtime prior to the last hour of the tour they worked preceding the day of overtime and the number of hours required.
- a) Mail handlers not notified in accordance with H above will be considered by-passed and subject to the provisions of the collective bargaining agreement.
 - b) Mail handlers who are given less than one hours notice, and who decline overtime shall not have the overtime charged against them.
 - c) Mail handlers will be notified individually by management of overtime opportunities.
- I. After tour list mail handlers shall be advised of their overtime no later than one hour before the end of their normal scheduled tour of duty and the number of hours required.
- a) Mail handlers not notified in accordance with I above will be considered by-passed and subject to the provisions to the collective bargaining agreement.
 - b) Mail handlers who are given less than 1 hours notice before the end of their tour will not have the overtime decline charged against them.

- ✶ J. Management will make every effort to distribute equitably the opportunities for overtime among those on the overtime desired list.
- K. All make-up overtime will be in strict accordance with "Improper By-Pass" overtime MOU of the National Agreement. Any overtime that is made up shall be told to the Union prior to the make up including name, date by-passed, hours of by-pass and the date and hours of overtime worked as make-up.
- L. A section for overtime purposes shall be defined as the following:

Main Office
New Brunswick Annex T-2

Tour 1
OCR/BCS/DBCS
FSM
SPBS
Platform
First Class Breakdown
Bullpen (3rd class)
Racks / Mini Bullpen / 2c Rack / Manual Letters

Tour 2
OCR/BCS/DBCS
FSM
SPBS
Platform
Bullpen (3rd class)

Tour 3
OCR/BCS/DBCS
FSM
SPBS
Platform
Bullpen (3rd class)
First Class Breakdown / Racks / Manual Flats / Manual Letters
Culling

- M. Reopening of local negotiations to formally provide for inclusion of agreed to new sections, or jurisdictions, and discussions relative to adding same to this existing list shall be permitted at the request of the Union at the local level.
- N. In each section identified in Item #13 L above, mail handlers shall have the right to select their preference for overtime in any or all categories (i.e. pre-tour, post-tour or rest day). A current accurate overtime list including opportunities offered, worked, declined shall be maintained up to date by the immediate supervisor in the work area issuing the overtime, and by the supervisor responsible for administering the tour wide out of section list. A copy of any or all lists so kept shall be provided to the Union upon request.
- ~~*~~O. In order to be more equitable in the distribution of overtime, these lists shall be rotated on a daily basis. (For example: If the need arises for non-scheduled day overtime on Monday, management shall select the senior mail handler(s) who have Monday as their non-scheduled day. The following Monday the next senior mail handler(s) who have Monday as their non-scheduled day shall be selected). This rotation shall apply to all three lists.
- P. Mail handlers on the non-scheduled day list shall be notified of any overtime opportunities prior to the last hour of their scheduled tour they worked preceding the overtime day.

ITEM 14. THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OF PERMANENT LIGHT DUTY ASSIGNMENT

Warranted light duty assignments shall be granted on the basis of need. Extended light duty assignments to be approved upon receipt of medical evidence.

ITEM 15. 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 shall be adversely affected by the reservation of light duty assignments.

ITEM 16. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY

Items 14, 15 & 16 encompass light duty assignment parameters.

A. The following duties and assignments shall be considered as, but not limited to, light duty work for full-time and part-time mail handlers.

1. Certain mail handler duties, (i.e. facing mail, culling mail, hand canceling mail etc.) can be used for light duty. These assignments can be done in a sitting position for mail handlers who have

documented a need for a seated assignment.

2. The following duty types and assignments shall be considered as, but not limited to, light duty work for full-time and part-time mail handlers: culling, sweeping cases, culling/prepping machineable mail, tying out mail, dressing sack racks/sack examination, traying, rewrap, hand canceling damaged letters, repair damaged letters and/or parcels, watchman/security functions not requiring gun permit, strapping, clean-up (i.e. stacking, sorting, collecting etc.) empty mail processing equipment.
3. Light duty is duty which can be performed by ill or injured mail handlers without creating a hazard to the individual or other employees.
4. USPS agrees to make every effort to accommodate all requests for light duty assignments. Such assignments must be consistent with the mail handler's medically defined work limitation / restriction tolerances. Such assignments must be made to the extent there is adequate work within the employee's craft or occupational group; in the work to which the employee is regularly assigned; and during the hours which the employee regularly works; that work shall constitute the light duty to which the employee is assigned.
5. To the extent that there is adequate work available within the

employee's limitation tolerances, within the employee's craft, in the work facility which the employee is regularly assigned, and during the hours when the employee regularly works; that work shall constitute the light duty to which the employee is assigned.

6. If adequate duties are not available within an employee's work limitation tolerance in the craft and work facility to which the employee is regularly assigned; within the employee's regular work hours of duty, other work may be assigned within that facility.
7. If adequate work is not available at the facility within the employee's regular hours of duty, work outside the employee's regular schedule may be assigned as light duty, however, all reasonable efforts shall be made to assign the employee light duty within the employee's craft and to keep the hours of light duty as close as possible to the employee's regular schedule.
8. An employee may be assigned light duty outside of the work facility to which the employee is normally assigned only if there is no adequate work available within the employee's work limitation tolerances at the employee's facility. In such instances, every effort will be made to assign the employee work within the employee's craft within the employee's regular schedule, and as near as possible to the regular work facility to which normally assigned.

- B. Light duty assignments shall be based upon the limitations recommended by the physician of record.
- C. Consultation shall be held with the Administrative Vice President of the Union or his designee when it is proposed to utilize employees who are not mail handlers on mail handler craft work.
- D. Consultation with the Union shall take place prior to the assignment of days off during light duty assignments which differ from the employees preferred duty assignment schedule.

ITEM 17. 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. For the purpose of permanent reassignment as provided for in Article 12 section 5.C4 of the National Agreement, the following sections have been defined:
 - Tour 1
 - Tour 2
 - Tour 3
- A. For the purpose of this local memorandum of understanding, a section shall be defined as a job within an area in which the employee is regularly assigned.
- B. The opening of new facilities which come under the jurisdiction of Kilmer Processing & Distribution Center, or the shifting of the major

portion of operations which now comprise a section for mail handlers, to another of the now existing facilities, shall justify a special meeting of the Labor-Management committee in order to establish the realignment of the affected section.

- C. Reopening of local negotiations to formally provide for inclusion of mutually agreed to new sections, or jurisdictions and discussions relative to adding same to this existing list will be permitted at the request of the Union at the local level.

ITEM 18. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

- A. Two designated reserved parking spaces at the Kilmer P&D Center shall be provided for the Administrative Vice President and the Chief Steward of the Mail Handler Union. All efforts will be made to place such spaces as close to the building entrance as possible.
- B. Parking spaces for mail handlers other than provided for above will be on a first come first serve basis.
- C. All administrative remedies shall be expended prior to resorting to towing of any mail handler's vehicle; except for a bona fide safety/ security reason.

ITEM 19. 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.

Requests for leave to attend Union activities other than National and State Conferences during the choice vacation period shall not be charged against the choice vacation schedule provided such requests are submitted prior to March 15th of any calendar year.

ITEM 20. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

- A. Quarterly Seniority List – a copy will be provided to the Union each time it is prepared.
- B. Bulletin boards – a Union bulletin board will be provided in each building in which mail handlers are utilized with a key to same being provided for the Union.
- C. Vacation Carry Over – any mail handler changing tours who has been granted an approved vacation under Article 30 Item #10 of this Local Memorandum of Understanding shall be entitled to carry this vacation schedule with him/her to the gaining tour.

- D. All written correspondence – between the Administrative Vice President and Management will be acknowledged within five days exclusive of Saturdays, Sundays, or holidays and responded to formally at the earliest possible date.
- E. All higher level – assignments shall be assigned by seniority within the section, then by tour, where the vacancy occurs, provided the senior mail handler possesses the necessary skills, physical ability and accepts said assignment.
- F. Under all but bona fide emergency circumstances – a ten-hour minimum period will elapse between scheduled tours for mail handlers.
- G. In order to insure F.L.S.A standards – and ten hour minimum period between scheduled tours, an employee may choose on of the following options when changing tours: 1) annual leave, 2) L.W.O.P., 3) a schedule change involving rest days and/or hours. Nothing in this LMOU shall supersede F.L.S.A. requirements or force any mail handler to initiate any of the above actions permissible under Item 20.G.
- H. Bereavement Leave – reasonable EAL will be granted to any mail handler for a substantiated death in the immediate family.
- I. Committee Meetings – meetings are to be held once a month, as per Article 38 of the National Agreement.

J. Policy on use of telephones – Upon request, permission shall be granted to those designated Union Representatives for the use of telephones for legitimate Union business related to the administration of the National Agreement. No charge calls shall be billed to the Postal Service.

Should management feel this policy is being abused, the Supervisor should permit the Union Representatives to use the telephone and then present his/her objections and reasons to higher authority. If it is determined that this policy has in fact been abused, the use of the telephones may be taken away.

K. Employees called in for jury duty shall be permitted (and informed of this right by their immediate supervisor) to submit PS Form 3189 request for temporary schedule change to avoid unnecessary use of the employee's annual leave or to deprive the employee of rest days.

L. An employee called for jury duty during their scheduled vacation period will have the option of canceling part or all of said vacation period and/or be eligible for leave during another open choice vacation period.

**ITEM 21. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING
TO SENIORITY REASSIGNMENTS AND POSTING**

- Seniority** A. The senior mail handler shall have the option of volunteering for and accepting an assignment out of his/her assigned section; however, the decision to do so shall be determined by Management, by the Tour MDO or his designee based solely on ability to perform the function.
- B. If it becomes necessary to assign a full-time mail handler out of his/her duty assignment/section, the method of selection shall be by juniority. Reassignment back to his/her duty assignment/section shall be by seniority. With any duly certified regular Union Steward being the last to be involuntarily assigned.
- C. If it becomes necessary to assign a mail handler out of his/her duty assignment/section, the reassigned mail handler shall have the absolute right to perform any mail handler duties being performed by non mail handler craft employees.
- D. Mail handlers who work voluntarily beyond the time of their bid assignment are junior in terms of assignment. Mail handlers on a voluntary basis who are called in for overtime on their day off are junior in terms of assignments. However, mail handlers working mandatory overtime will retain seniority.
- E. Mail handlers called in early, held over late, or working their non-

schedule day by section shall be utilized in said section except in an emergency.

F. The determination of what constitutes a sufficient change in duties or principal assignment area, to cause the assignment to be reposted:

1. A permanent change in duty assignment relative to the above shall be as per Item 13L of this LMOU.

Posting G. The administrative Vice President or any designated Union

Representative shall be notified and given an opportunity to review all vacant and newly created positions. This consultation shall take place prior to posting.

H. Within fifteen days after receipt by this facility of a newly created position at the National Level, Management shall consult with the Union advising them of title, duties, etc.

I. The successful mail handler bidder shall be given a copy of his/her new assignment.

J. After (Management-Union) consultation, mail handler craft assignments which shall be vacant for four or more weeks due to sick leave, shall be posted for a period of three (3) days and filled as soon as possible. Posting shall be from 9:00 a.m. Monday to 9:00 a.m. Thursday. Consultation shall take place as soon as Management or the Union becomes aware such a vacancy will

exist. The resulting vacancy shall not be posted.

- K. All mail handler preferred duty assignments will be posted for a period of ten days beginning on Monday at 9:00 a.m. and being removed at 9:00 a.m. on the Thursday of the following week. All mail in bids will be for a period of ten days postmark to postmark. Effective with the formal establishment of facility procedures and proper notification to all mail handlers the provisions of the National Agreement Article 12.2D5 shall apply.
- L. The New Brunswick Annex shall continue to be considered part of this installation/facility/unit for preferred duty assignments and bid submission purposes; retaining all rights incumbent thereunder.

ADDENDUM – ODL

- A. Overtime desired lists shall be established on each tour by section and tour. If the overtime desired list is exhausted in the section or sections, it shall be given by tour starting with the overtime desired list, with the senior mail handler on a rotating basis. All mail handlers on the overtime desired list, casual, part-time flexible and part-time regular mail handlers shall be required to work prior to utilizing mandatory overtime for full-time regular mail handlers. Overtime shall then be by tour for those mail handlers not on the overtime desired list, starting with the junior mail handler on a rotating basis. Any mail handler extending his/her tour in excess of one hour for the purpose of overtime shall be entitled to an additional break.
- B. All mail handlers shall be advised two weeks prior to each calendar quarter to submit their names for the overtime desired list if they so desire. They shall have two weeks to apply. Once the list has been established, the only additions shall be mail handlers converted to full-time regulars, successful bidders coming into or leaving the section, and/or those employees on leave which prohibited their signing the list.
- C. Mail handlers not on the overtime desired list shall not be required to work beyond the number of hours announced by management except as provided in the National Agreement.
- D. In the event of unusual circumstances, implementation of mandatory

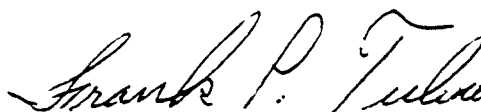
overtime shall be established by tour and provided to the Union

E. If an EMERGENCY situation occurs and Management must order additional mail handlers to perform overtime, Management shall advise the Union of the specific reason for the emergency.


The agreement reached herein through negotiations between Management and Local #300, New Brunswick, are entered into to supplement the nationally negotiated 1998-2000 working agreement entered into between the United States Postal Service and the National Postal Mail Handlers Union, Division of L.I.U.N.A. and constitutes a Memorandum of Understanding between the United States Postal Service (Edison) Kilmer Processing & Distribution Center, Edison NJ (herein referred to as Management or Employer) and the following labor organization (herein referred to as the Union or Local #300, New Brunswick, Kilmer Processing & Distribution Center) of the National Postal Mail Handlers Union, Division of the Laborers' International Union of North America, AFL-CIO on local working conditions and policies.

U.S. Postal Service
Kilmer P&D Center
Edison, NJ

National Postal Mail Handlers Union
Local #300, New Brunswick, Kilmer P&DC
Edison, NJ


Frank P Tulino
Sr. Plant Manager

7/27/99
Date


William Donohue
Administrative Vice President

7/27/99
Date