

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on October 3, 2002 at the Monmouth Processing and Distribution Center in Eatontown, New Jersey, 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 2000 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

All items that currently exist in the 1994-1998 Local Memoranda shall remain exactly the same except for Item P which is mutually agreed shall be changed as follows;

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. When it is proposed to reassign employees deemed excess to the needs of a section, the following shall apply.
 - a. The entire tour shall be considered a section for the purposes of this agreement.

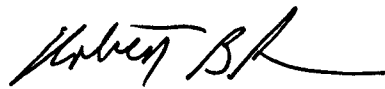
All other parts of Item P shall remain the same.

Cosmetic Changes; during the term of this agreement the following cosmetic changes shall take place.

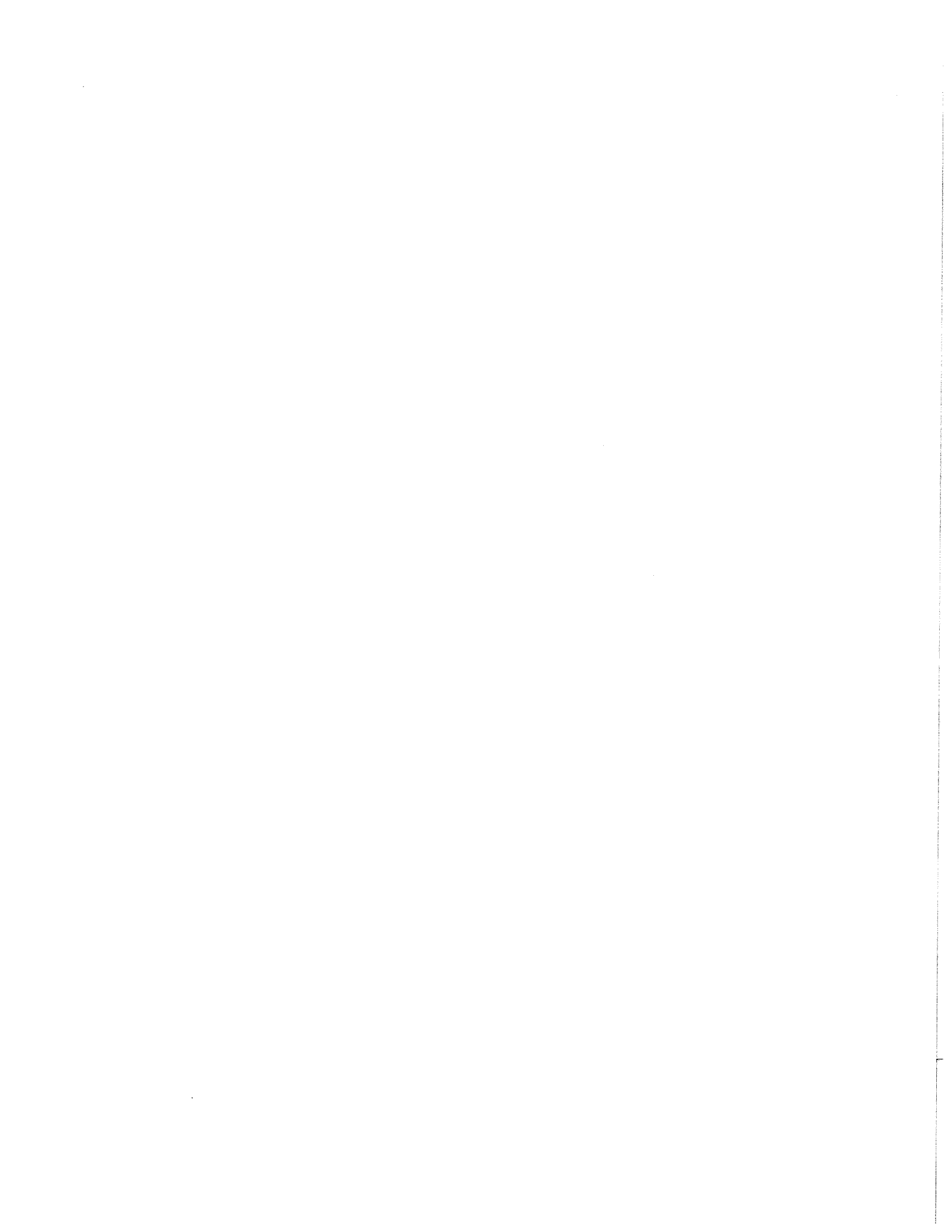
1. Wherever the term Administrative Vice President or the initials AVP are written, change to Branch President.
2. Wherever the dates 1994-1998 are written, change to 2000-2004.



Anthony Herle
Plant Manager
Monmouth P & DC



Robert Blum
Branch President/Vice President
Local 300 NPMHU



LOCAL MEMORANDA OF UNDERSTANDING
1991 GROUND RULES
MONMOUTH GENERAL MAIL FACILITY

1. There will be at least two meetings per week. The days shall be Tuesday and Thursday unless changed by mutual agreement.
2. Each meeting shall last for at least two hours. The times of each meeting shall be 12 p.m. to 2 p.m. except May 7, 1991 which will be 1:30 p.m. to 3:30 p.m. and May 9, 1991 which will be 2 p.m. to 4 p.m. Any other changes will be by mutual agreement.
3. The location of each meeting shall be a conference room in the Monmouth General Mail Facility.
4. The Union Chief Spokesperson shall be Robert D. Blum, the Alternate shall be Thomas Cook.
5. The Management Chief Spokesperson shall be Gary Harness, the Alternate shall be Robert Towler.
6. The number of negotiators for each team shall not exceed four.
7. Local 300 N.P.M.H.U. and Management shall inform each other in writing who comprises their respective negotiating team and who are their alternates.
8. Proposals shall be exchanged the beginning of each session. Final proposals shall be exchanged on the last two negotiation sessions to be held on May 28 and May 30, 1991.
9. Recesses and Caucuses may be called by the Chief Spokesperson on either side. They shall not exceed fifteen minutes.
10. For all practical purposes, negotiations shall not be interrupted for any reason except under emergency conditions.
11. Technical assistance will be allowed by both parties.
12. The Chief Spokespersons will act as Chairperson of meetings on an alternating basis.

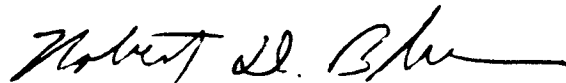
LOCAL MEMORANDA OF UNDERSTANDING
BETWEEN
NATIONAL POSTAL MAILHANDLERS UNION
LOCAL 300
LIUNA, AFL-CIO
AND
UNITED STATES POSTAL SERVICE
MONMOUTH GENERAL MAIL FACILITY
EATONTOWN, NJ 07799-9998

1990 - 1993

13. Items agreed upon at the prior meeting will be initialed at the beginning of the next meeting.
14. Agreed upon proposals shall become effective June 1, 1991.
15. Any item in part or whole which is not resolved by the end of negotiations will remain part of the present agreement until the impasse is resolved.
16. Those items, if any, submitted to an arbitrator shall become effective upon the receipt of the arbitrator's decision by both parties.
17. Negotiation of items shall be in sequential order, with no limit to the amount of items that can be proposed at each meeting.
18. A miscellaneous column will be allowed at the end of the Local Agreement for only items that are mutually agreed upon.
19. After the commencement of negotiations, changes and additions to these rules and procedures for negotiations may only be changed by mutual consent.

THIS MEMORANDA OF UNDERSTANDING IS ENTERED INTO ON MAY 30, 1991 BETWEEN THE REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND THE DESIGNATED AGENT OF THE NATIONAL POSTAL MAILHANDLERS UNION, A DIVISION OF THE NATIONAL POSTAL MAILHANDLERS UNION OF NORTH AMERICA, AFL-CIO PURSUANT TO ARTICLE 30 OF THE 1990 NATIONAL AGREEMENT. THIS MEMORANDA OF UNDERSTANDING CONSTITUTES THE ENTIRE AGREEMENT ON MATTERS RELATING TO LOCAL CONDITIONS OF EMPLOYEMENT.

FOR:



NATIONAL POSTAL MAILHANDLERS UNION LOCAL 300
ROBERT D. BLUM
ADMINISTRATIVE VICE-PRESIDENT

FOR:



UNITED STATES POSTAL SERVICE
MONMOUTH GENERAL MAIL FACILITY

ITEM A - Additional or Longer Wash-up Periods

1. Wash-up time of ten (10) minutes immediately prior to lunch and twelve (12) minutes immediately prior to the end of tour shall be granted to all mailhandlers.
2. Memo concerning working during wash-up will be issued by management dated June 1, 1991.

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. 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 effected by floods, hurricane, blizzard, civil disturbances, etc. - these conditions will be considered in granting administrative leave.
2. 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 authorities, local postmasters and branches, 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.
3. All requests for administrative leave must be acted upon within seven (7) days in all instances.
4. Management will make every reasonable effort to insure that the temperature inside the building is maintained in accordance with Maintenance Series Handbook MS49.

ITEM C - Formulation of Local Leave Program

1. All requests for annual leave will be approved on a first come basis; when requests are simultaneously received (same day) seniority will prevail.
2. Mailhandlers may submit requests for annual leave no more than sixty (60) days in advance.
3. Supervisors upon request of such leave, will advise the employee of such decision within seventy-two (72) hours, unless such request falls within seventy-two (72) hours whereby that request will be acted upon within a reasonable amount of time. If Form 3971 is not returned to the employee in the required time, the employee's request will be automatically granted.
4. Management will consider each request for emergency annual leave on the merits of the individual situation, with no reasonable request denied.
5. A mailhandler, at his or her option, may cancel scheduled annual leave, provided they give twenty-four (24) hours advance notice, unless the scheduled leave day falls after their rest days, in that case seventy-two (72) hours notice shall be given. Management reserves the right to deny a mailhandler a right to work on a walk-in cancellation. Previously granted leave will be charged.
6. When an employee submits a 3971 in duplicate, the supervisor will sign and return the duplicate immediately, acknowledging receipt of such.
7. Annual leave shall be granted for a mailhandler's birthday, provided the employee's birthday does not fall upon a United States Postal Service recognized holiday or an employee's non-scheduled day.
8. Any mailhandler requesting and being approved annual leave and is short of those annual leave hours to cover such approved leave, upon his/her return, shall not be subject to being charged absent without leave (AWOL) for the time not covered, provided the employee has 33% of the annual leave approved.

ITEM D - The Duration of the Choice Vacation Period

1. The choice vacation period will commence the first week in May and extend through the last week in September.

ITEM E - The Determination of the Beginning Day of an Employee's
Vacation Period

1. At the option of the mailhandler, the vacation period shall commence with the employee's basic work week or with the employer's service week in order to optimize time off with less leave usage. Any overlap is limited to 16 percent of the mailhandler's assigned complement to be off on each tour. Fractional percentages will be rounded off to the nearest whole number.
2. Any mailhandler exercising the option of his/her work week, must do so fourteen (14) days in advance of their scheduled vacation.

ITEM F - Whether Employees at Their Option May Request Two Selections During the Choice Vacation Period, in Units of Either Five or Ten Days

1. Mailhandlers by tour, have the option of two selections during choice vacation periods in units of five or ten working days.
2. Mailhandlers who earn thirteen (13) days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of continuous annual leave, not to exceed ten (10), shall be at the option of the mailhandler.
3. Mailhandlers who earn twenty (20) or twenty-six (26) days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The number of days of continuous annual leave during the choice period not to exceed fifteen (15), shall be at the option of the mailhandler.
4. Requests for annual leave by mailhandlers, throughout the year, shall not be unreasonably denied.
5. Applications for choice vacation period will be distributed to mailhandlers by January 15th of each year and returned by February 15th of that year. A two week extension for return of such applications will be made for improper instructions, improper mailing, or any other mistake made by management in the agreed upon distribution of these applications (bids).
6. No mailhandler 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.
7. Should a mailhandler cancel his/her vacation choice the cancelled period will be posted. Vacation periods must be cancelled a minimum of fourteen (14) days prior, to qualify for reposting.

ITEM G - Whether Jury Duty and Attendance at National or State Conventions Shall be Charged to the Choice Vacation Period

1. Jury duty will not be charged to the choice vacation period.
2. Attendance at National or State conventions for mailhandlers will not be charged to the choice vacation period.

ITEM H - Determination of the Maximum Number of Employees Who Shall Receive Leave Each Week During the Choice Vacation Period

1. Every mailhandler who requests leave during the choice vacation period shall receive it, providing the request falls within the parameters of the negotiated items of this agreement.
2. The minimum percentage of mailhandlers who shall receive leave during the choice vacation period shall be thirteen (13) percent of the assigned complement per tour, daily.
3. In determining percentages above, fractional percentages will be rounded off to the nearest whole number.
4. Management to the greatest extent possible shall grant additional mailhandlers annual leave during this period, consistent with the needs of service.
5. Union officials (the administrative vice-president and/or his designee), shall not be included in these minimums.

ITEM I - The Issuance of Official Notices to Each Employee of the
Vacation Schedule Approved for Him/Her

1. Each mailhandler shall receive written notification for the choice vacation period he/she has obtained by March 15th. of each year of this agreement.
2. A general schedule of the approved choice vacation periods shall be posted and kept current.

ITEM J - Determination of the Date and Means of Notifying Employees of the Beginning of the New Leave Year

1. 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 administrative vice-president of the union.

ITEM K - The Procedure for Submission of Applications for Annual Leave During Other than the Choice Vacation Period

1. Requests for annual leave, throughout the year, shall not be unreasonably denied, and will be in accordance with Item C.
2. No mailhandler is barred from submitting a request for annual leave (Form 3971) at any time.

ITEM L - Whether Overtime Desired Lists in Article 8 Shall be by Section and/or Tour

1. When overtime is needed, the Overtime Desired List will be established and invoked by tour.
2. A tour is defined as the same starting time, within one (1) hour.
3. All mailhandlers shall be notified at least two (2) weeks prior to each calendar quarter to submit their names, if they desire.
4. Overtime Desired Lists shall be on a rotating basis by seniority order with mailhandlers signing up in accordance with the provisions set forth under Article 8.5 of the National Agreement.
5. Any mailhandler asked to work overtime must be asked at least one (1) hour prior to the end of his/her tour.
6. The administrative vice-president of the union shall be provided with a copy of all Overtime Desired Lists each quarter.
7. Mailhandlers may remove their names from the Overtime Desired List at any time during the quarter. However, they must do so in writing with a twenty-four hour notice and will not be able to go back on the list until the next quarter, unless they bid to another tour.
8. Mailhandlers may request to be excused from overtime, no request shall be unreasonably denied. If request is approved, the mailhandler or union official on that tour must initial list to acknowledge his or her being excused.
9. The administrative vice-president or steward on duty shall be notified of any overtime prior to the craft being given notice.
10. No employee from any other craft will be allowed to work in the mailhandler craft until all mailhandlers are afforded the opportunity to work overtime.

ITEM M - The Number of Light Duty Assignments to be Reserved for
Temporary or Permanent Light Duty Assignments

1. No limitation is placed upon the number of light duty assignments to be made available for this facility.

ITEM N - The Method to be Used in Reserving Light Duty Assignments so that no Regular Assigned Member of the Regular Workforce is Adversely Affected

1. No career full-time regular will be displaced or adversely affected by a light duty assignment.
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 periods of less than an eight hour tour.
3. All mailhandlers will be given consideration for light duty work when the need arises. Every reasonable effort shall be made to provide light duty within the guidelines set forth by the employee's physician, as long as such work does not displace or is to the detriment of a full-time regular mailhandler holding a bidded position.
4. Every effort will be made to keep the mailhandler on his/her own tour of duty and hours of work with the same days of rest.
5. Consistent with management's obligation under Article 13 of the 1990-1993 National Agreement, if no light duty work is available within the mailhandler craft, every effort shall be made to assign the mailhandler requesting light duty to work in other crafts.
6. Requests for light duty will be made to the installation head or his/her designee. If there is a designee, all mailhandlers shall be notified who the designee is for their respective tour.

ITEM 0 - The Identification of Assignments that are to be Considered Light Duty

1. Generally light duty will entail, but is not limited to, a reduction in the amount of weight lifted, reduced bending, stooping, pushing, pulling, walking, standing or other modification of movement normally required as specified in Item N2.
2. All duties presently performed by the mailhandler craft and are within the employee's limitations.
3. The following assignments and functions shall be considered light duty if found to be within the range of duties prescribed as acceptable by medical, dental, optical, chiropractic or other certification.
 - a. Color coding
 - b. Rewrap
 - c. Facing/traying of letter or flat mail
 - d. Culling mail
 - e. Dressing racks/sack examination
 - f. Banding and strapping
 - g. Tying out of mail
 - h. Sweeping of letter and flat cases
 - i. Collection of mail from letter drops
 - j. Folding cardboard trays
 - k. Simple distribution of case mail
 - l. Operating copy machines
 - m. Cancellation of mail
 - n. Loading mail on ledges
 - o. Laying out carrier mail
 - p. All or any combination of the above
 - q. Other work not limited to the above
4. Light duty assignments will be made available to all career mailhandlers even if it reduces the number of hours of work for the supplemental workforce, as per Article 13.4A (National Agreement).
5. Management recognizes its obligation where possible to provide modifications to the work area to accommodate mailhandlers' physical limitations such as, but not limited to, chairs with back rests, ramps, footrests or other appropriate apparatus. Management will not incur any additional expense.
6. One-hand work will be made available upon request and certification by the treating practitioner.
7. Light duty mailhandlers shall be eligible to bid to another position within their medical restrictions.
8. Light duty mailhandlers shall be eligible to work overtime, if it is within his/her limitations.

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. When it is proposed to reassign employees deemed excess to the needs of a section, the following shall apply:
 - a. There shall be two sections per tour in this installation, those holding outside bids and those holding inside bids.
 - b. For temporary excessing of mailhandlers from a section, it will be done in the following order: volunteers by seniority, casuals, then by inverse seniority.
2. When mailhandlers are assigned to a new section they become junior to mailhandlers holding bids in that section.
3. When it is necessary to abolish bid jobs within a section, prior consultation must be held with the administrative vice-president of the union.
4. When there are reassignments within a section they will be done in the following order: volunteers by seniority, casuals, then by inverse seniority.
5. Mailhandlers whose bid positions are abolished, retain retreat rights on the tour where his/her position was abolished or excessed. These retreat rights are to be exercised in accordance with Article 12.6C4c of the National Agreement.
6. For permanent reassignments, management will make every effort to give any unassigned full-time mailhandler a choice, based on seniority, if more than one vacancy exists.
7. Management agrees that when implementing, abolishing or excessing positions, they will make every effort to keep the inconvenience of the affected mailhandlers to a minimum.

ITEM Q - The Assignment of Employee Parking Spaces

1. Management will provide adequate parking to mailhandler craft employees on a first come basis. No spaces will be reserved for bargaining unit employees except for handicapped parking which will be appropriately designated by an above the ground sign.
2. There will be two parking spaces reserved for the Mailhandlers' Union. One designated AVP Local 300, the other designated Local 300. They will be the first two spaces nearest to the GMF, against the fence, facing Industrial Way. They will be designated by yellow lettering on the blacktop and/or an above the ground sign.
3. If the Union's designated parking spaces are illegally occupied, the union official will ask management to announce on the P.A. system for the vehicle to be removed. Any further action is up to the ranking union official at the time.

ITEM R - The Determination of Whether Leave to Attend Union Activities Requested Prior to Determination of the Choice Vacation Schedule is to be Part of the Total Choice Vacation Plan

1. Annual leave to attend union activities for mailhandlers will 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

1. Article 12 Sec .3B5

Reporting to another pay location 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.

A change or reposting of a duty assignment will be made only with prior consultation of the administrative vice-president.

2. Article 12 Sec .3C

As set forth in the National Agreement.

3. Article 12 Sec .3E 3e

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

- a. Volunteers by order of seniority of regular mailhandlers.
- b. Casuals.
- c. Then mailhandlers by inverse seniority.

When mailhandlers are assigned to a new section they become junior to mailhandlers holding a bid in that section.

No mailhandler shall be allowed to displace or "bump" another mailhandler properly holding a position of duty assignment.

4. Article 12 Sec .4

A section will be defined for mailhandlers in this facility as either an inside or outside bid job. Therefore, there shall be two sections per tour for mailhandlers for the purposes of this agreement.

5. Article 12 Sec .6C4a

As set forth in the previous Item S Articles.

6. Article 13 Sec .3

As set forth in Items M, N, and O.

ITEM T - Local Implementation of this Agreement Relating to Seniority, Reassignments and Posting

1. The administrative vice-president shall be notified of when any and all vacancies exist in mailhandler duty assignments and given prior notice to review all vacant and newly created positions.
2. When it is proposed to revert or abolish any duty assignment, the administrative vice-president shall be advised of this intent in advance.
3. No mailhandler will hold a "utility" or labor pool assignment.
4. Daily preferred duty assignments shall be filled on a seniority basis within the duty assignment area.
5. To the maximum extent possible, management will make every possible effort to exclude the wording "as assigned" from any future mailhandler postings.

MISCELLANEOUS

1. Mailhandlers shall receive four (4) hours administrative leave for blood donation. One half hour prior to the donation and three and one half hours after the donation, if the donation takes place on his/her tour of duty.
2. Mailhandlers may request thirty (30) day details to other tours.
3. A 1767 Committee shall be established and meet as the need arises. The administrative vice-president or his designee shall be the mailhandler representative on this committee.
4. A Light Duty Committee shall be established and meet as the need arises. The administrative vice-president or his designee shall be the mailhandler representative on this committee.
5. All mailhandler flexies are to become regular before excessing of another craft to the mailhandler craft.

