

LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
NEW JERSEY METRO PRIORITY MAIL PROCESSING CENTER
AND THE
NATIONAL POSTAL MAIL HANDLERS UNION
LOCAL 300

Item A. Additional or longer wash-up periods.

Employees will be allowed reasonable wash-up time prior to lunch and prior to the end of tour.

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.

The decision for curtailment or termination of postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been made to curtail postal operations, management will, to the extent possible, notify and seek the cooperation of local radio and television stations to inform employees.

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 received from local, state and national authorities and other official sources.

When local emergency conditions warrant the curtailment of postal operations or when public transportation is sharply curtailed, local management will make every reasonable effort to disseminate information to NPMHU representatives regarding orders of local authorities and the status of local conditions.

Management will inform the union concerning the appropriate action to be taken, when the emergency is of such a nature that advance notice is possible.

All consideration will be given by the installation head to acts of nature, civil disturbances, biohazards, terrorist threats and acts, and other situations such as riots and bomb scares, where such jeopardize the safety and health of mail handler employees. In such situations, Postal officials will consider the safety of the employees as his/her primary concern and will take appropriate action(s) to protect those employees.

Management will make every reasonable effort to prevent the inside temperature from resulting in extremely hot or cold conditions.

Management will formulate and publicize contingency plans for emergency situations.

Item C. Formulation of local leave program.

All requests for annual leave, during both the choice and non-choice periods, should be submitted on PS Form 3971 to the employee's immediate supervisor.

Choice vacation period selections will be granted by seniority on each tour.

Form 1547 will be made available for each employee by the first Friday in February; the forms will be made available on all tours and in all work locations where mail handlers are assigned. Employees will be allowed up to 15 calendar days to bid for their choice vacation period selections. The approved vacation schedules for the choice vacation period will be posted on the designated, glass-enclosed, bulletin board within 30 calendar days of the final date of submission of all applications.

Employee requested cancellations of choice vacation period selections shall be submitted in writing to the employee's immediate supervisor at least three weeks in advance of the first day of that employee's scheduled choice vacation period. All such cancellations will be promptly posted for seven calendar days to afford other employees on that tour the opportunity to submit a Form 1547 requesting the vacated week(s).

The union will be notified of changes to the choice vacation period schedule. The posted choice vacation period schedule will be promptly updated as necessary to reflect weeks that are subsequently selected in accordance with Article 10.5C, weeks that are timely cancelled, and any increase in the craft complement that alters the number of weeks available under the percentage agreed to in Item H.

The employee's approved choice vacation period selection will be honored if the employee is assigned to a different tour.

If there are vacant weeks remaining after the posting of the choice vacation period schedule, mail handlers will be permitted to select such vacant weeks in keeping with the terms of Article 10.5C of the National Agreement. Requests for vacant weeks that are submitted seven or more calendar days in advance of the vacant week will be honored on the basis of tour seniority. Every effort will be made to grant selections of vacant weeks that are submitted less than seven calendar days in advance of the vacant week.

After notification of the approval of his/her choice vacation period selection(s), each employee should submit PS Form 3971 in duplicate to his/her immediate supervisor at least seven calendar days in advance of the approved period. The PS Form 3971 signed by the employee's supervisor will be official notification that the leave for the choice vacation period selection(s) is approved. The employee will receive the duplicate of the signed PS Form 3971.

Employees must have sufficient annual leave to cover their choice vacation period selections. Exceptions may be granted by mutual agreement between management and the union.

Management will consider each emergency annual leave request, during both the choice and non-choice periods, on the merits of the individual situation.

D. The duration of the choice vacation period.

The choice vacation period shall be as follows:

- April 6, 2002 through the last full week in September, 2002.
- April 5, 2003 through the last full week in September, 2003.
- April 4, 2004 through the last full week in September, 2004.

In addition, the following periods shall be included in the choice vacation period:

- December 26, 2002 through January 3, 2003.
- December 26, 2003 through January 2, 2004.
- December 26, 2004 through January 1, 2005.

The week prior to that in which Easter Sunday falls shall be excluded from the choice vacation period in each year covered by this LMOU.

Item E. The determination of the beginning day of an employee's vacation period.

Except as provided below, when Saturday is the employee's regularly scheduled work day, Saturday shall be the first day of the employee's choice vacation period.

However, when an employee's non-scheduled days are Sunday and Monday, the employee's choice vacation period will begin on Tuesday. Requests for additional annual leave may be granted, subject to the needs of the Postal Service.

In all other instances, the first day of the employee's basic work week will be the first day of the employee's choice vacation period.

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 who earn thirteen (13) days of annual leave per year will be granted up to ten (10) days of continuous annual leave during the choice vacation period. The employee, at his or her option, may take ten (10) days consecutively or in two separate selections of five (5) days each.

Employees who earn twenty (20) or twenty-six (26) days of annual leave per year will be granted up to fifteen (15) days of continuous annual leave during the choice vacation period. The employee, at his or her option, may take fifteen (15) days consecutively or in two separate selections, one of five (5) days and one of ten (10) days.

Employees requesting two separate selections, as outlined above, must indicate their order of preference, as their second selection will not be granted until all employees have had an opportunity to obtain an initial selection during the choice vacation period.

Item G. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

Jury duty shall not be charged to the choice vacation period.

Three employees who are delegates to State or National Conventions will be allowed off to attend and their leave will not be included in the maximum percentage agreed to for each week during the choice vacation period.

An employee who falls into either category above is eligible for another available choice vacation period selection.

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

The following maximum percentages will apply to employees' annual leave requests during the choice vacation period, in keeping with the provisions of this Local Memorandum of Understanding:

Months of May through August: 13% on each tour.

Months of April and September: 11% on each tour.

Week between Christmas and New Years: 11% on each tour.

When applying the percentages outlined above, any fraction of 0.50 or more will be rounded to the next higher number, while any fraction less than 0.50 will be rounded to the next lower number. However, in no case will such rounding result in less than one employee being provided annual leave, if requested, during any week of the choice vacation period.

If the complement of the installation is increased after the choice vacation period schedule is posted, additional weeks will be provided as required by application of the percentage to the new complement. No change will be made to the choice vacation schedule as a result of a decrease in complement.

Management may grant additional annual leave to employees during the choice vacation period.

Union representatives on leave for union business shall not be included in the percentages outlined above.

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

The approved choice vacation period schedule shall be posted on the designated, glass-enclosed, bulletin board and shall be kept current. A copy of the schedule will be provided to the Branch President. Further, each employee will be given a copy of his/her Form 1547 reflecting the approved choice vacation period selections within 30 calendar days after the final date for submission of all applications for choice vacation period selections.

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

A notice shall be posted on the official bulletin board not later than November 1st of each year covered by this LMOU notifying the employees of the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year. A copy of the notice shall be given to the Branch President.

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

The Plant Manager and/or designee may grant additional annual leave to employees as requested.

At their option, mail handlers may submit PS Form 3971 in triplicate, requiring the supervisor to return one copy signed "Notified" at the time of submission and a second copy signed "Approved" or "Disapproved," with reasons for the latter determination, at the time that the supervisor makes his/her determination. Such requests for leave will be given due consideration.

Except as provided in the following two paragraphs, annual leave applications submitted on PS Form 3971 shall be approved or disapproved within three employee workdays from submission. No annual leave requests shall be honored if submitted more than 21 calendar days prior to the date requested. All annual leave requests submitted within this time frame that are granted shall be awarded by seniority.

Requests for same day annual leave will be approved on a first-come, first-served basis. Where more than one request for the same time period is submitted at the same time, ties will be broken by seniority.

Requests for annual leave submitted on a given day for one or both of the following two days will be held until one hour after the last start time within the tour. Ties among leave requests submitted within that timeframe will be broken by seniority. Approval or disapproval will be provided before the end of tour time for employees with the earliest start time within that tour on the day on which the leave requests are submitted.

Annual leave may be granted during the period of December 1 through December 24 at management's discretion.

Requests for leave to conduct official union business by the Branch President or stewards will be given due consideration.

To assist in avoiding unscheduled absences and to encourage proper use of leave, employees working within the same position description, on the same tour and in the same section, as defined in Item S, may request to temporarily trade non-scheduled days during the same service week by submission of PS Form 3189. Such requests will be given due consideration.

Item L. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

Overtime Desired Lists (ODL) shall be established by tour, as defined in Item P of this LMOU. The ODLs shall be organized and assignments rotated on the basis of seniority in descending order on a quarterly basis.

There shall be two ODLs on each tour:

- a. Daily ODL for before tour and after tour.
- b. Non-scheduled (Rest) Day ODL.

Within the categories outlined above, separate ODLs shall be maintained for Level 5 Mail Equipment Operators (PIV) and Level 4 Mail Handlers. (If an additional higher level skill position(s) is added to the installation, an additional list(s) will be established.) The Level 5 ODLs will be supplemented by employees on the Level 4 ODLs who have the necessary skills and have so annotated the Level 4 ODLs. These Level 4 mail handlers will be utilized by seniority rotation after the Level 5 ODLs have been exhausted and prior to utilizing non-ODL employees.

For daily overtime, employees on the ODL who are working their regularly-scheduled day will be assigned before ODL employees who are working their non-scheduled day.

Employees may sign the ODL(s) only for the tour on which they hold a bid or are assigned as unassigned regulars.

Notice of overtime will be given to employees at least one hour prior to the end of the tour, except in the case of an emergency that is beyond management's control.

When possible, notification of overtime will first be provided to the designated union representative on the tour. The notification will include the location and anticipated number of hours of the overtime and the number of employees needed.

The Branch President will be provided a copy of the quarterly ODLs for each tour.

The ODLs shall be posted and kept updated for each tour.

A mail handler may request that his/her name be removed from the ODL at any time during the quarter. However, management does not have to immediately honor the request if the employee has been pre-scheduled for overtime at the time that the request is made.

If a separate facility is established as a part of the New Jersey Metro PPMPC in the future, these provisions shall apply separately to that facility, with the following exception. Employees signing the Non-scheduled (Rest) Day ODL at either facility will be scheduled solely by seniority rotation, regardless of the facility at which the overtime opportunity exists.

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

Temporary and permanent light duty requests will be administered in accordance with Article 13 of the National Agreement.

No specific number of light duty assignments shall be designated.

Although the parties agree that no specific number of light duty assignments shall be designated, they agree to the following:

It is a joint responsibility of the USPS and the NPMHU to aid and assist deserving career employees, who through illness or injury are unable to perform their regularly assigned duties.

Career employees requiring light duty or other assignment shall be shown the greatest consideration, with each request being given careful attention.

First consideration will be given to modifying the employee's regular work assignment. Scheduling and assignment of light duty employees shall not be arbitrary or for reasons inconsistent with Article 13.

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.

Consistent with Article 13, management shall consider the employee's limitations and medical restrictions in determining light duty assignments, with due consideration for operational needs.

Management and the union will cooperate in ensuring that no regularly assigned member of the regular work force is adversely affected in accommodating a light duty request. This cooperation will include, but not be limited to, making every reasonable effort to modify the requesting employee's duty assignment.

Management will provide the Branch President or his/her designee with a copy of all light and limited duty assignments within the mail handler craft.

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

Management and the union will make a joint effort to ensure that employees requesting light duty consideration do so in conformance with the provisions of Article 13.

Management will give full consideration to any recommendations made by the union regarding light duty assignments.

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.

This item addresses the permanent reassignment of employees, resulting from the abolishment of an occupied duty assignment, in keeping with Article 12.6C4 of the National Agreement. Temporary or daily reassignments are addressed in Item S of this LMOU.

When it is proposed to reassign within the installation, employees excess to the needs of a section, "section" shall be defined as tour, understood to be as follows:

Tour 1: All Begin Tour times between 2000 hours (8:00 PM) and 0399 hours.

Tour 2: All Begin Tour times between 0400 hours (4:00 AM) and 1199 hours.

Tour 3: All Begin Tour times between 1200 hours (12:00 PM) and 1999 hours.

Item Q. The assignment of employee parking spaces.

Available parking spaces, in excess of Management-determined needs, will be filled on a first-come, first-served basis. Two (2) designated parking spaces will be reserved for NPMHU officials, as close to the Employees Entrance as possible.

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 to attend Union activities requested prior to the granting of choice vacation period(s) will not be counted in the percentage provided for in Item H of this Local Memorandum of Understanding.

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

Article 12, Section .3B5:

A duty assignment will be reposted for bid when the actual duties performed change by fifty percent (50%) or more or when the principal assignment area changes requiring reporting to a different physical location, such as a station, branch, facility annex, etc., except the incumbent shall have the option to accept the new assignment location.

Article 12, Section .3C:

The Branch President shall be the designated agent of the union to receive copies of the notice inviting bids for all craft assignments, which will be posted on the designated official bulletin board in the installation. The Branch President will receive copies of the vacancy notices as far in advance of posting as possible.

Posting and bidding of duty assignments will be on an installation-wide basis unless otherwise specified in the National Agreement.

Article 12, Section .3E3e:

Full-time regular employees will be temporarily reassigned outside of the bid assignment area, on a daily basis, by juniority within their level, in the following order:

- a. Full-time regulars not working their bid assignment on their regularly scheduled day, including those employees: detailed from another tour; reassigned from another section on the same tour; working their non-scheduled day; unassigned regulars.
- b. Full-time regulars working their bid assignment on their regularly scheduled day.

When full-time regular employees are reassigned from their section, return shall be by seniority in the reverse of the order outlined above.

Once reassigned, a mail handler will be junior to a mail handler properly holding a bid assignment in the gaining section.

These rules apply to situations in which employees have bid assignments in the same section with different reporting times on the same tour or on different tours with overlapping reporting times.

Article 12, Section 4:

Except as provided in Item P, sections will be defined as follows. This definition will be applied solely for purposes of bidding and daily reassignment under Article 12.3E3e.

Tour I: Ball Deck;
PIV;
Platform (Originating).

Tour II: Cross Dock PIV;
FSM/Manual Flats Support (Destinating);
PIV;
Platform/Outsides/Belts (Destinating);
Rapistan.

Tour III: Ball Deck;
FSM/Manual Flats Support (Originating);
Manual Flats Support (Destinating);
Outsides/Belts (Originating);
PIV;
Platform/Outsides/Belts (Destinating);
Platform (Originating);
Rapistan OI;
Rapistan DI.

Article 12, Section .6C4a:

See Item P.

Article 13, Section .3:

See Items M, N, and O.

Item T: Local implementation of this Agreement relating to seniority, reassignments and posting.

All mail handler vacancies will be posted pursuant to the National Agreement.

The Branch President will be provided a copy of all notices and postings that affect the mail handler craft.

Management will provide the Branch President with updated reports on the mail handler complement, as necessary.

The Branch President will be provided with a copy of the seniority list, which will be posted and updated quarterly.

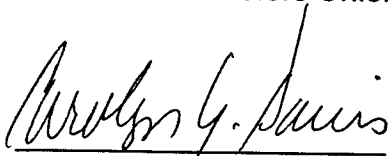
Management will provide the Branch President with a copy of all holiday schedules for the craft, prior to posting.


The Branch President will be provided with a copy of the minutes of Labor/Management, Safety and Health and Social and Recreation Committee meetings on which the union is represented.

Management will provide the Branch President with a copy of all higher level assignment orders issued to mail handlers, including in craft, outside the craft and temporary supervisor assignments.

The Branch President will be provided with written notice of all temporary detail assignments given to mail handlers or to non-mail handlers who are detailed into mail handler assignments.

This Memorandum of Understanding is entered into on May 8, 2002, at the New Jersey Metro PPMPC, between representatives of the United States Postal Service, and the designated agent of Local 300, pursuant to the local implementation provisions of the 1998 National Agreement with the National Postal Mail Handlers Union.


Carolyn Y. Davis
For the USPS

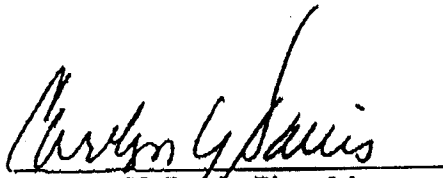

Laurence Q. Adams
For the NPMHU

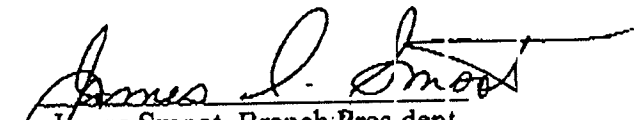
September 25, 2002

MEMORANDUM OR AGREEMENT REGARDING ITEM C OF THE LOCAL MEMORANDUM OF UNDERSTANDING

IT IS MUTUALLY AGREED BY ALL PARTIES THAT THE ASSIGNING OF VACATION REQUESTS SHALL BE GOVERNED AS FOLLOWS:

- 1) ALL MAILHANDLER VACATION REQUEST DURING THE CHOICE VACATION PERIODS WILL BE AWARDED BY SECTION AND SENORITY FOR EACH TOUR.
- 2) THE PERCENTAGES FOR THE CHOICE VACATION PERIODS WILL REMAIN INTACT AS NEGOTIATED AND APPLIED TO EACH SECTION.
- 3) ALL OTHER PROCEDURES AS RELATED TO THE ANNUAL LEAVE PROGRAM IN REFERENCE TO ITEMS C, D, E, F, G, H, I, J AND K OF THE LOCAL AGREEMENT SHALL REMAIN INTACT.


Carolyn Y. Davis, Plant Manger
USPS Representative


James Smoot, Branch President
NPMHU L-300 Representative

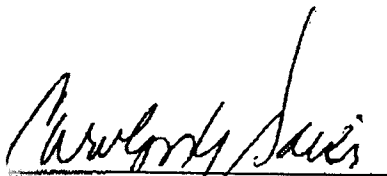
Cc: All MDOS, All SDOS, file

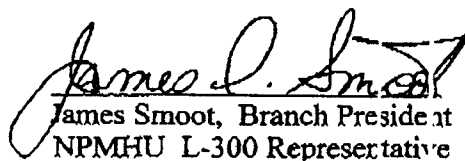
September 25, 2002 - AMENDMENT

MEMORANDUM OR AGREEMENT REGARDING ITEM L THE LOCAL MEMORANDUM OF UNDERSTANDING

IT IS MUTUALLY AGREED BY ALL PARTIES THAT THE ASSIGNING OF OVERTIME TO
REGULAR MAILHANDLER EMPLOYEES LEVEL 04 AND LEVEL 05 ON THE OVERTIME
DESIRED LIST SHALL BE GOVERNED AS FOLLOWS:

- 1) MANAGEMENT WILL MAXIMIZE THE OVERTIME DESIRED LIST TO ITS FULLEST
EXTENT AND USE ALL VOLUNTEERS BEFORE MANDATING ANY EMPLOYEES
NOT ON THE OVERTIME DESIRED LIST.
- 2) THE ASSIGNMENT OF LEVEL 04 MAILHANDLERS ON THE OVERTIME DESIRED
LIST WILL BE BY SECTION FIRST ON A ROTATING BASIS BY SENORITY.
- 3) LEVEL 04 MAILHANDLERS ON THE OVERTIME DESIRED LIST, ONCE THEIR
SECTION IS EXHAUSTED WILL BE ASSIGNED BY SENORITY ON A ROTATING
BASIS ON THEIR TOUR.
- 4) THE ASSIGNMENT OF LEVEL 05 PIV OPERATORS ON THE OVERTIME DESIRE
LIST WILL BE BY PAY LOCATION FIRST ON A ROTATING BASIS BY SENORITY.
- 5) LEVEL 05 PIV OPERATORS ON THE OVERTIME DESIRE LIST, ONCE THEIR PAY
LOCATION IS EXHAUSTED WILL BE ASSIGNED BY SENORITY ON A ROTATING
BASIS ON THEIR TOUR.
- 6) THE ABOVE APPLICATION APPLIES TO DAILY OVERTIME SCHEDULING AS
WELL AS NON-SCHEDULED DAYS.
- 7) ALL OTHER PROCEDURES AS NEGOTIATED IN REFERENCE TO ITEM L OF OUR
LOCAL AGREEMENT SHALL REMAIN INTACT.


Ms. C. Davis, Plant Manger
USPS Representative


James Smoot, Branch President
NPMHU L-300 Representative