

LOCAL MEMORANDUM OF UNDERSTANDING

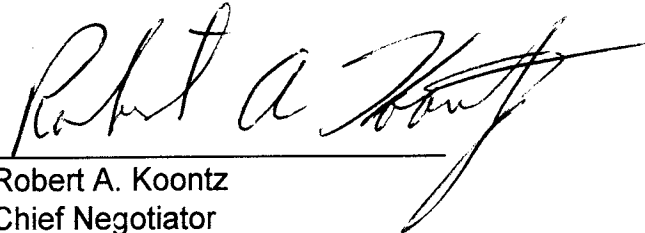
This MEMORANDUM OF UNDERSTANDING is entered into on November, 1996 at Newark, New Jersey 07102, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 1994 National Agreement. This MEMORANDUM OF UNDERSTANDING constitutes the entire agreement on matters relating to local conditions of employment.

IN WITNESS WHEREOF:

United States Postal Service

By: 

Joe T. Chamblee
Acting Plant Manager
Newark Processing & Distribution Center



Robert A. Koontz
Chief Negotiator
National Postal Mail Handlers-
Division of the Laborers'
International Union of North
America, AFL-CIO - Local 300



Deborah A. T. Smith
Labor Relations Specialist
United States Postal Service

UNION RECOGNITION

- A. National Association of Postal Mailhandlers Union, Local No. 300.
- B. Local No. 300 is recognized as the exclusive representative and bargaining agent for the Mail Handler Craft in this Postal Installation.

ITEM A. ADDITIONAL OR LONGER WASH-UP PERIODS

1. There shall be five (5) minutes allowed for each employee for wash-up time prior to lunch, and ten (10) minutes wash-up time prior to 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.

1. The Installation Head or his designee shall apprise the Union as soon as possible of any circumstances that might result in the termination or curtailment of Postal Operations.

Contact will be with the highest ranking Union Official on tour starting with the Administrative Vice President, Chief Steward or Steward.

2. The Union will be included in the discussion, for their input, when an emergency exists. Emergencies will include but are not limited to, bomb scares and gas leaks. Also if inside temperatures falls below 50° F for one full tour or if management fails to attain a temperature of below 90° F, mailhandlers may request the appropriate leave and they shall not be unreasonably denied.

ITEM C. FORMULATION OF LOCAL LEAVE PROGRAM

Vacation Planning

1. Article 10 of the National Agreement will be the guiding factor in formulating the local leave program. When a mailhandler is reassigned, his approved vacation choice(s) will remain valid.
2. Seniority shall be the determining factor in granting annual leave during the choice vacation period.
3. Before choice Vacation Period selections are finalized, the Administrative Vice President (AVP) will be afforded the time to review selections so as to determine that all Mail Handlers have been given the opportunity to make a selection. Such review by the AVP will be completed no later than one (1) week prior to finalization date.
4. Incidental leave (e.g., requests of less than five (5) days duration) in the choice vacation period will be considered on a first-come, first-served basis, based on service needs and the merits of the request.

ITEM D. THE DURATION OF THE CHOICE VACATION PERIOD.

1. The choice vacation period for Mail Handlers will be the period between June 1st and November 30th. Also December 26th through January 1st, of each year.

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

1. The vacation period shall start on the first day of the employee's basic week.

ITEM F. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD. IN UNITS OF EITHER 5 OR 10 DAYS.

1. It shall be the employee's option to select more than one (1) choice vacation period, in units not to exceed ten (10) days, or fifteen (15) days.
 - a. No Mail Handler shall be granted a second selection until all Mail Handlers have been offered a first selection.
2. If unbid choice vacation weeks are identified, Mail Handlers in seniority order, may make another selection as long as such selection does not exceed the total number of days annual leave the employee is entitled to under Section 10.3D1 and D2 of the National Agreement. Such selections must be made two (2) weeks in advance of the week in question.

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

1. Jury Duty and attendance at National and State conventions shall not be charged to employee's choice vacation period.
2. Requests for Annual Leave and Leave Without Pay for the purpose of attending to National, State and Regional conventions, will be granted to the extent possible in accordance with service needs.

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

1. At least 13% of the Mail Handlers workforce will be allowed vacation each week during the choice vacation period. Vacation selections will be by tour and the following sections:

Main Office
Air Mail Field
Belleville Annex
Stations and Branches

2. Sections identified in paragraph 1 remain as is, with the Main Office broken down to sub-sections:

First Floor
Second Floor

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

1. Management shall notify each employee by May 15th of each year, of the choice vacation approved for him, by returning to the employee, a signed duplicate of the application for choice vacation.

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

1. Employees will be notified of the beginning date of the new leave year no later than November 1st of each year. Such notice will be posted on appropriate bulletin boards.

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

1. Requests for leave for other than choice vacation periods must be submitted on Form 3971 no more than 40 days and no less than 3 days prior to the requested leave. The employee will submit Form 3971, in triplicate, to their respective supervisor, when requesting leave. Upon receipt, the third copy will be returned to the employee, signed and dated by the supervisor, for acknowledgment purposes. The disposition of the request will be given to the employee within 72 hours following the submission of Form 3971. All requests will be considered on a first-come, first-served basis.
2. Special consideration shall be given to employees submitting leave requests outside these perimeters.
3. If the 3971 is submitted the same time for leave, the senior Mail Handler will be honored first.
4. When management intent is to offer Annual Leave for the remainder of or part of a day, they shall make the offer by seniority first.
5. At least 5% of the Mail Handlers on each tour will be granted Annual Leave on any given day; **Newark and AMC Only.** (Choice Vacation Period shall not be included).

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

OVERTIME WORK

The Overtime Desired List shall be established by tour.

It will be mandatory that an employee who signs the Overtime Desired List work when overtime is called.

1. The lists shall be set up by tour, and posted on a bulletin board, under glass, on both the first and second floor of the Main Office. The Overtime Desired List shall be posted at the AMC and any Annex facility.
2. Attention will be given to the equitable distribution of overtime when tours overlap and Overtime Desired Lists can be used.
3. Employees who by virtue of bid or section change as applicable to the Overtime Desired List, may upon entry in the gaining section, elect to be entered on the Overtime Desired List according to his seniority standing. This shall apply only to employees who were on the Overtime Desired List in their former sections.
4. Mail Handlers on OVERTIME have preference on their bid/job and details within their bidded area, over Mail Handlers from other sections.
5. Mail Handlers on OVERTIME do not have seniority over those Mail Handlers on their regular schedule, who are in their bidded area.
6. Management will give at least one (1) hour advance notice to Stewards and Mailhandlers whenever overtime is called, when possible.
7. When Management fails to notify the Steward and the employees at least 30 minutes prior to end of their tour that they are required to work overtime, those employees who find this to be a hardship, except during the month of December, may consult immediately with the Steward and the MDO. When this happens, employees request to be excused will not be unreasonably denied.

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

1. There shall be four (4) slots reserved for Permanent Light Duty, and shall be distributed as such:
 - a. At least one (1) permanent slot on Tour III.
 - b. At least one (1) permanent slot on Tour II.
 - c. At least two (2) permanent slots on Tour I.

2. Temporary and permanent Light Duty Assignments will be consistent with the employee's medical restrictions and the provisions of Article 13 of the National Agreement.

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.

1. Management shall seek to provide work for employees who are certified for Temporary or Permanent Light Duty. These duties shall be commensurate to the employee(s) physical capabilities and/or medical stipulations. This shall be done pursuant to Article XIII of the 1994 National Agreement, with full consideration to the employees' regular tour and work week, based on the needs of the service.
2. A copy of the light duty assignment for the employee will be furnished to the Union through the Personnel Department.
3. Mail Handlers requesting extension/renewals of light duty assignments must have such requests reviewed by the USPS Medical Officer, and processed through Personnel, consistent with established procedures.
4. The Mail Handlers' Administrative Vice President (AVP) will be issued a copy for the disposition of the light duty requests. The information would be provided by the Human Resources Department or Plant Manager.

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

1. Light Duty Assignments for this craft will include, but are not limited to:

- Face-up Operation
- Sweeping and Ledge-Loading
- Culling Operation
- Rewrap Operation
- Meter-Belt Operation
- SCF/DIS Belts
- City Belt (Preferential)
- Ledge-Loading
- Bullpen/Platform Operations (within physical limitations)
- Housekeeping
- Scanning

ITEM P. THE IDENTIFICATION OF ASSIGNMENT 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 reassigning within an installation employees excess to the needs of a section, the following shall be considered sections:
 1. a. Tour 1
b. Tour 2
c. Tour 3
 2. AMC Newark
 - a. Tour 1
 - b. Tour 2
 - c. Tour 2
 3. Stations and Branches
 4. Office Services
 5. Belleville Annex

ITEM Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

1. Management will continue to cooperate with the Union to secure proper parking facilities for all employees.
2. Management officials will continue to make present facilities available and to look for additional parking spaces.
3. Every effort will be made to provide parking spaces for Union Representatives when space is available.
4. When no parking is available in the immediate work area, parking shall be obtained in another area, if possible.
5. Management shall cooperate with the Union in accomplishing the above as soon as possible.
6. When new buildings are obtained for the Newark office, maximum consideration shall be given to assigning parking spaces to Bargain Unit employees.
7. Management and the Union shall cooperate in obtaining adequate security for employees between parking areas and the work place.

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.

1. Every effort will be made to permit employees to use Annual Leave, to attend union meetings, in accordance with service needs.

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

ARTICLE 12, SECTION .3B5
ARTICLE 12, SECTION .3C
ARTICLE 12, SECTION .3E 3e
ARTICLE 12, SECTION .4
ARTICLE 12, SECTION .5C 4a
ARTICLE 12, SECTION .3

ARTICLE 12 SECTION .3B5 CHANGE OF DUTY ASSIGNMENT

Before management can change a fixed basic work week schedule, starting time, duties or the principal assignment area, they must discuss the proposed change with the Union.

ARTICLE 12, SECTION .3C POSTINGS

Union copies of the posting and the results will be given to the local prior to publication. Postings will be mutually initialed before publication, and the content will be kept confidential by all concerned.

ARTICLE 12, SECTION .3E 3e

When full time regular Mail Handler employees are moved outside their bid assignment areas, inverse seniority (juniority) will apply to the maximum extent. Some Special Emphasis employees may be excluded from this section.

ARTICLE 12, SECTION 4D AND 4E

Postings, where applicable, will include the job within an area and/or the type of work performed.

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

1. Employees shall have preference on their bid assignment over all other employees.
2. Mail Handlers on duty in mail handling activities will remain on their assignment when their tour of duty overlaps with employees reporting for duty on a subsequent tour.
3. Employees properly holding a bid in the Unit will be assigned to their preferred assignments, within the work area, in order of seniority upon reporting for duty in their unit. Such assignments shall be made on a one time basis. Details, outside the perimeters of the assigned duties, will be made on an as needed basis. Any senior employee wishing to perform these details will advise their supervisor of his/her preference to be assigned to same.
4. Should there be no successful bidders for any positions, the junior unassigned regular will be placed into the vacant position. Seniority will prevail where there is more than one vacant position. If there are no unassigned regulars, PTFS Mail Handlers will be used to cover the vacant position(s) until such time as Full Time Regulars become available. At this time the PTFS will be relieved and the Full Time Regular will be assigned to the position.
 - a. Identification of section as work centers are as follows:
 1. Incoming Section (City)
 2. Outgoing Section (Mailing)
 3. Bullpen/Platform
 4. Air Mail Center
 5. Stations/Branches
 6. Office Services (Supplies)
 - b. Type of work to be performed shall be indicated by the Pay Location(s).
 - c. Air Mail Center bids shall be defined as follows:

Floor - ACDCS/Bull-Pen
Platform - Concourse (Airline Side)
Platform - Truck Side
Eagle - General Mailhandler Duties

Floor - ACDCS/Bullpen/Incoming Door

- d. All bids in the flats and Air Mail Center Platform Area shall include the language "transporting and weighing heavy containerized mail, may be required".
5. The Plant Manager will meet to discuss, review and consider the establishment of Full Time Regular positions when eight (8) hour assignments are identified by the Newark AVP and/or the Tour Chief Steward.