

LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
MAILHANDLERS UNION AFL-CIO
NORTH BERGEN NJ 07047-9998

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON THE 30TH DAY OF
SEPTEMBER 1996, BETWEEN THE REPRESENTATIVE OF THE UNITED STATES POSTAL
SERVICE ,AND THE DESIGNATED AGENT OF THE NORTH BERGEN NEW JERSEY POST
OFFICE BRANCH LOCAL 300 MAILHANDLERS, NPOMH (DIVISION OF LUMA, AFL-CIO
PURSUANT TO THE LOCAL IMPLEMENTATION OF THE 1994 NATIONAL AGREEMENT.

 9/30/96

CARMINE A COVELLO
POSTMASTER
UNITED STATES POSTAL SERVICE
NORTH BERGEN NJ 07047-9998

 9/30/96

WALLY MERWIN
REPRESENTATIVE LOCAL 300
MAILHANDLERS UNION ,NPOMH
NEW YORK NY, 10013

LOCAL MEMORANDUM OF UNDERSTANDING
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THE UNITED STATES POSTAL SERVICE
AND
MAILHANDLERS' UNION, AFL-CIO
NORTH BERGEN NEW JERSEY 07047-9998

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON THIS ~~25TH~~ ³⁰
DAY OF ~~JUNE~~ ^{SEPTEMBER} 199~~6~~, BETWEEN THE REPRESENTATIVE OF THE UNITED
STATES POSTAL SERVICE ,AND THE DESIGNATED AGENT OF THE NORTH BERGEN
NEW JERSEY POST OFFICE BRANCH OF LOCAL 300 MAILHANDLERS, NPOMH
(DIVISION OF LIUNA, AFL-CIO, PURSUANT TO THE LOCAL
IMPLEMENTATION OF THE 1991 NATIONAL AGREEMENT.



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

Within the limits as set forth in the National Agreement, Article 10, Section D, employees at their option, may request two selections during the choice vacation period in units of either five(5) or ten(10) working days, provided all employees have had the opportunity of obtaining a 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 and attendance at National or State Conventions shall not be charged to choice vacation period.

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

One employee .

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

1. By November 1st of each year, Management will notify all employees of the beginning of the new leave year by posting such notices on all official bulletin boards. The posting will state that the new leave year shall begin with the first day of the first full pay period of the calendar year.
2. A copy of this information will be furnished to the union upon their request.

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

When a mailhandler signs his/her choice vacation pick and form 3971 is submitted in duplicate and approved, this shall indicate Management's approval of the vacation selection.

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

The current procedure for the selection of Annual Leave other than the choice vacation period will be by the submission of Annual Leave slip form 3971, submitted within 30 days of the leave request day. In the event that two or more requests are submitted concurrently seniority shall be the determining factor, otherwise the order of their submission shall be the determining factor.

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

Overtime lists shall be established by tour.

ITEM'S
M- O

LIGHT DUTY ASSIGNMENTS

1. When an employee submits medical documentation restricting the type of work he/she is able to perform, Management and the Union shall meet and endeavor to find duties that fall within the individuals specific limitations.

ITEM A WASH UP TIME

A five minute wash up time shall be allowed prior to lunch and the end of the tour.

ITEM B CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

When an emergency condition occurs as a result of a community disaster or act of god, there will be a consultation meeting between the Union and Management as soon as possible.

ITEM C FORMULATION OF LOCAL LEAVE PROGRAM

In accordance with article 10, part 3D of the National Agreement, annual leave during the choice vacation period will be granted.

Employees shall submit Vacation Preference bid sheet February 1, 15 days after posting, to their immediate supervisor. Vacation requests will be approved by seniority.

When an employee submits two (2) requests for Annual Leave during the choice vacation period, the second request will be considered ONLY after all first requests have been approved.

All employees will be personally notified when their requests are approved and the vacation schedule will be posted on bulletin boards.

Annual leave or leave without pay requested by bona fide union representative ~~To~~ perform union business should be granted. The request should normally be on form 3971.

When an employee submits a Form 3971 to his/her supervisor for leave other than choice vacation selection, the employee must receive a decision within four(4) days of submission .

Should the supervisor fail to advise the employee within the time stipulated , the request will be considered approved by all parties.

This shall not bar requests for individual day(s) or part(s) thereof from being submitted for approval on a day to day basis.

In all cases, the supervisor will advise the employee via duplicate 3971 of his/her decision.

The 3971 must have the signature of the supervisor to be valid.

ITEM D DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period shall be May 1st thru September 30th.

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

The beginning day for the employee's vacation shall be on a Monday.

ITEM M-0 LIGHT DUTY ASSIGNMENTS

2. An equal effort shall be made to accommodate an employee when the problem is of a nature that limits or changes the hours of work that they are able to maintain.
3. Light duty assignments shall include: Sweeping cases, rewrapping, color coding, sacking empty sacks.
4. Every effort must be made to exhaust assignments within a craft and within the installation before crossing crafts in the assignment of an employee to light duty.
5. Management and the Union will set guidelines. No light duty assignment will adversely affect a mailhandler holding a bid assignment.

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.

For permanent reassignments, Management will make every effort to give unassigned full-time mailhandlers a choice based on seniority, if more than one vacancy exists.

Management agrees that when implementing, abolishing, or excessing positions, they will make every effort to keep the inconvenience of the effected employees to a minimum.

ITEM Q THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

At this time no parking spaces are available.

ITEM R THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF CHOICE VACATION SCHEDULE IS TO BE PART OF THE CHOICE VACATION PERIOD.

Annual leave or LWOP for Union Officials to attend Union activities requested on form PS 3971 shall 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.

ARTICLE 12, SECTION .3B5
ARTICLE 12, SECTION .3C
ARTICLE 12 SECTION .3E3e
ARTICLE 12 SECTION .4
ARTICLE 12 SECTION .6C4a
ARTICLE 13 SECTION .3

Article 12, section .3B5

As per National Agreement.

Article 12, section .3C

1. Unless specified otherwise, posting and bidding for preferred duty assignments shall be installation wide.
2. Bids for craft assignments shall be posted on official bulletin boards at this installation.

ITEM S

Article 12 section .3E3e

As per National Agreement

Article 12 section .4

A tour shall be defined as begin time in post offices where the mailhandler works, within in two(2) hours of his starting time.

Article 12, Section .6c4a

Nor negotiated

Article 13, Section .3

See Item M- 0

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

1. Management shall post a seniority list of all employees represented by the Mailhandlers Union at this installation. This list shall be updated quarterly.
2. Bids for all Mailhandler positions will be posted on the official bulletin board.
3. The overtime list will be posted publicly on the official bulletin board.
4. Prior to reverting or abolishing any Mailhandler position, Management will provide Local 300 with the reasons, in writing, for the proposed action.
5. The steward or state representative , or his/her designee will be provided with copies of all notices and postings that effect the mailhandler craft.
6. Management will notify the Union of employees on light or limited duty.
7. Prior to reassigning any Mailhandler , Management will notify the Union or their designee.
8. Holiday lists will be posted no later than Tuesday of the week prior to the holiday. A copy will be posted on the bulletin board.
9. Management shall provide the Union with a copy of an updated complement list when requested.
10. The state representative or his/her designee will be provide with copies of all Safety Committee Meeting and inspections.
- 11 All details will be posted for bid and will be given to the senior qualified employee. No details will go beyond 60 days. If a job is needed, it will be posted for permanent assignment. Exceptions can be made by mutual agreement between the Local 300, state representative and Management.

All correspondence relative to the maintenance of this agreement should be sent to Wally Merwin

Mailhandlers local 300