

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

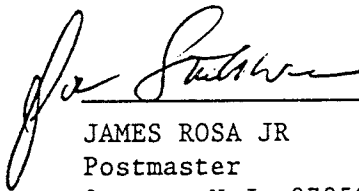
THE UNITED STATES POSTAL SERVICE

AND

MAILHANDLERS UNION, AFL - CIO

ORANGE, N.J. POST OFFICE 07050-9998

This memorandum of Understanding is entered into on this 7th day of October 1996, between the representative of the United States Postal Service, and the designated agent of the Orange, New Jersey Post Office Branch of Local 300 Mailhandlers NPOMH (Division of LIUNA, AFL - CIO), pursuant to the local implementation of the 1996 National Agreement.

 10-7-96

JAMES ROSA JR
Postmaster
Orange, N.J. 07050-9998

 10-7-96

WALLY MERWIN
Representative - Local 300
Mailhandlers Union, NPOHM
New York, N.Y. 10013

Effective October 7, 1996

LOCAL MEMORANDUM OF UNDERSTANDING / ORANGE

Item A: ADDITIONAL OR LONGER WASH-UP PERIODS

Wash-up time will remain in effect as per past practice.

Time will be (5) five minutes.

Item B: GUIDELINES FOR CURTAILMENT OR TERMINATION
OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL
AUTHORITIES OR AS LOCAL CONDITIONS WARRANT
BECAUSE OF EMERGENCY CONDITIONS.

- A. If the temperature in the Main Office or its branches should exceed 85 degrees or drop below 65 degrees, consultation shall take place between Management and Labor. Procedures to cool or heat the building shall immediately be taken by Management. Operations will be curtailed to the extent possible and to take whatever actions that may be necessary to maintain the mission of the Post Office, taking into consideration the safety and health of its employees. Employees shall be offered the option of using annual leave without impairing the needs of the service if Management is unable to correct the situation.
- B. All requests for administrative leave must be acted upon within 5 days of their submission but in any case no later than 7 days after the Installation Head's decision.
- C. Management will take all possible offsetting steps to prevent the inside temperature from dropping below, or going above those established by the U.S.P.S. and as specified in Maintenance Series Handbook MS49.
- D. Every consideration shall be given to leave request of employees who complain of health problems due to conditions arising from the controversion of paragraph C.

Item C: FORMULATION OF LOCAL LEAVE PROGRAM

- A. Employees shall submit vacation preference bid sheet to their immediate supervisor for choice vacation periods beginning March 1 and closing on March 30, 1991, 1992 and 1993. Vacation requests will be approved by seniority.
- B. 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.
- C. All employees will personally be notified when their requests are approved and the vacation schedule will be posted on bulletin boards.
- D. If an employee wishes to cancel request for Annual Leave, it should be submitted in writing to his/her immediate supervisor, at least three (3) weeks in advance of the first day of his/her scheduled vacation. This will permit other employees to take advantage of cancellations. All cancellations will be promptly posted to afford all mailhandlers the opportunity to submit a vacation preference bid sheet.
- E. Annual leave or leave without pay requested by bona fide union representatives to do union business should be granted. The request should normally be on a 3971.
- F. To avoid unscheduled absences and to encourage proper use of leave, employees working within the same job title and within the same tour may not be denied the right to temporarily swap rest days including Saturday and/or Sunday.

Item D: THE DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period shall be:

May 9, 1997 thru September 25, 1997

May 8, 1998 thru September 24, 1998.

The week of Thanksgiving is included in the choice vacation period.

MEMORANDA OF UNDERSTANDING

MAILHANDLERS DIVISION OF L.I.U.N.A.
LOCAL #300
MAILHANDLERS DIVISION

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

All employees will begin their vacation on Monday.

DATE: _____

UNION: _____

MANAGEMENT: _____

MEMORANDA OF UNDERSTANDING
MAILHANDLERS DIVISION OF L.I.U.N.A.
LOCAL #300
MAILHANDLERS DIVISION

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, at their option, may request two selections during the choice vacation period in units of either 5 or 10 working days, providing all employees have had an opportunity of obtaining a selection during the choice vacation period.

DATE: _____

UNION: _____

MANAGEMENT: _____

MEMORANDA OF UNDERSTANDING
MAILHANDLERS DIVISION OF L.I.U.N.A.
LOCAL #300
MAILHANDLERS DIVISION

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.

DATE: _____

UNION: _____

MANAGEMENT: _____

Item H: (8) DETERMINATION OF THE MAXIMUM PERCENTAGE OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK OF THE CHOICE VACATION PERIOD.

The maximum percentage of employees who shall receive leave each week during the choice vacation period shall not exceed the assigned percentage of personnel in mailhandler craft and shall be designated as follows:

1 mailhandler off per week during choice vacation period.

Item: I (9) THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

Management will issue official notices to each employee of the vacation schedule approved for such employee. Vacation schedules will be posted on official bulletin boards by April 16. A copy of all awards of the posting will be furnished to the Union prior to the official posting.

For any subsequent awards Management will issue official notices to each employee and update the official posting of vacation awards on the official bulletin board. Copies of any subsequent awards will first be provided to the Union President or his/her designee.

An updated vacation schedule will be posted on the official bulleting board.

MEMORANDA OF UNDERSTANDING
MAILHANDLERS DIVISION OF L.I.U.N.A.
LOCAL #300
MAILHANDLERS DIVISION

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

1. By October 1st of each year, Management will notify all employees of the beginning of the new leave year by posting such notice 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 President or his/her designee one week prior to posting.

DATE: _____

UNION: _____

MANAGEMENT: _____

Item K:

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

Applications for annual leave submitted on (Form 3971) outside the choice vacation period shall be acted upon within three work days, provided that such request is made within 30 days of the leave date(s) requested. The request will be considered approved if it is not acted upon within 3 work days; absent of any emergency situation. This shall not bar requests for individual day(s) or part(s) thereof from being submitted for approval on a day-by-day basis. In the event that two or more requests are submitted concurrently, seniority shall be the determining factor. Otherwise, the order of their filing shall be the determining factor.

DATE: _____

UNION: _____

MANAGEMENT: _____

Item L: 12

WHETHER "OVERTIME DESIRED" LIST IN ART 8 SHALL BE
BY SECTION AND/OR TOUR.

- A. Overtime desired lists shall be established by tour. The lists shall be organized on the basis of seniority.
- B. For this purpose, a "tour" is defined as begin time in Post Office.
- C. All mailhandlers shall be notified at least two weeks prior to each calendar quarter to submit their names, if they desire.
- D. In emergency situations, employees who give 24 hours notice will be able to retract their names from the list for the remainder of the quarter after submitting written documentation. Successful bidders and newly assigned employees coming on the tour or section (pay location) shall be given the opportunity to add their names to the list.
- E. Procedure for selecting employees to work overtime:
 - (1) Overtime desired list by tour on a rotating basis.
- F. Notice of overtime will be given to the employees at least one hour prior to the end of their tour. Failure to provide the one hour notice will constitute exemption from involuntary overtime assignment. The Union Representative will be notified first. No employee shall be required to work beyond the number of hours announced one hour prior to the end of the tour, except as provided in the National Agreement.
- G. Detailed employees can only sign the Overtime Desired List for the tour which they are officially assigned, not the detailed tour.
- H. No other personnel shall be assigned to the mailhandler craft duties until all mailhandlers have been afforded an opportunity to perform such duties on an overtime basis.
- I. Nothing in this section should be construed to mean that an employee who has volunteered for the OTDL and who has prerequisite skills and who is available for work is to be by-passed for OT.
- J. On Daily OT regularly scheduled day people will be assigned before non-scheduled day people.

Item M: 13

THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED
FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS
ITEMS:

Where available, light duty positions will be made available for all deserving full time or part time flexible mailhandlers.

The light duty assignments will be:

- (1) Re-wrap
- (2) Color coding
- (3) Sacking empty sacks
- (4) Running cancelling machine

Item N: 14 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. Management and the Union will set guidelines.

No light duty assignment will adversely affect a mailhandler holding a bid assignment.

Item 0: THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY.

Where available, light duty positions will be made available for all deserving full time or part time flexible mailhandlers.

The light duty assignments will be:

- (1) Re-wrap
- (2) Color coding
- (3) Sacking empty sacks
- (4) Running cancelling machine

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. Management will reassign all casuals and part-time flexies off a tour before doing so to a full-time employee.
2. Mailhandlers whose bid positions are abolished, retain retreat rights on the tour where his position was abolished or excessed. These retreat rights are to be exercised in accordance with Article 12.6C4C of the National Agreement.
3. For permanent reassignments, management will make an effort to give any unassigned full-time mailhandler a choice, based on seniority, if more than one vacancy exists.
4. Management agrees that when implementing, abolishing or excessing positions, they will make every effort to keep the inconvenience of the affected employees to a minimum.

Item Q:

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Parking shall be made available to clerk and maintenance employees on a first come, first served basis, where spaces are available and are not in conflict with Postal vehicles.

MEMORANDA OF UNDERSTANDING
MAILHANDLERS DIVISION OF L.I.U.N.A.
LOCAL #300
MAILHANDLERS DIVISION

Item R: Annual leave or LWOP to attend Union activities requested on Form 3971 shall not be charged to the choice Vacation Period.

DATE: _____

UNION: _____

MANAGEMENT: _____

Item S: THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATION AS PROVIDED IN THE FOLLOWING ARTICLES:

ARTICLE 12 SEC. .3B5
ARTICLE 12 SEC. .3C
ARTICLE 12 SEC. .3E3e
ARTICLE 12 SEC. .4
ARTICLE 12 SEC. .6C4a
ARTICLE 13 SEC. .3

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.

Article 12 Sec. .3C

1. Unless specified otherwise here, posting and bidding for preferred duty assignments shall be installation wide.
2. Bids for craft assignments shall be posted on all official bulletin boards at this installation.
3. Duty assignments on a daily basis will be assigned to the senior qualified volunteer in the section (pay location) where the available duty assignment exists. Example:
A duty assignment exists in a section (pay location) for a jeep driver due to rest days or extra volume in the area that day. The senior volunteer in that section (pay location) possessing a valid jeep driver license shall be assigned the duty assignment for that day.

Article 12 Sec. 3E3e

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

1. Volunteers by order of seniority.
2. Casuals
3. Part-time regulars working extra days by inverse seniority
4. Part-time flexible employees by inverse seniority.

Article 12 Sec. .4

1. A section will be defined as a pay location except where it is elsewhere defined in the National Agreement or this local memorandum.
2. A tour shall be defined as begin time in the building he is working.

Article 12 Sec. .6C4a

NOT NEGOTIATED.

Item S cont'd

Article 13 Sec. .3

See Items M,N, and O

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 will be updated quarterly during the months of January, April, July, and October and will be posted on the official mailhandlers bulletin board.
2. Bids for all mailhandler positions will be posted on the official mailhandler bulletin board.
3. The Overtime Desired List will be posted on the official mailhandler bulletin board.
4. Prior to reverting or abolishing any mailhandler positions, 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 a list of all notices and postings that affect the mailhandler craft.
6. At the end of each accounting period, the Union designee will be provided with a list of all employees who were or are on light duty. The list will include the employee's regular assignment, as well as the light duty assignment.
7. At the end of each accounting period, the Union designee will be provided with a list of all employees who were or are on limited duty. The list will include the employee's regular assignment as well as the limited duty assignment.
8. Prior to reassigning any mailhandler, management will notify the Union or their designee.
9. Holiday lists will be posted no later than Tuesday of the week prior to the holiday. A copy will be posted on the official mailhandlers bulletin board.
10. The State Representative or his/her designee will be provided with an updated copy of the employee complement sheet generated for the post office in question on a quarterly basis.
11. The State Representative or his/her designee will be provided with copies of all Safety Committee Meetings and Inspections prior to posting on an occurrence basis.
12. All details will be posted for bid and will be given to the senior qualified employee. No details will go beyond 60 days. If the job is needed, it will be posted then for permanent assignment. Exceptions can be made by mutual agreement between the Local 300, State Representative and Management.

Item T cont'd: All correspondence relative to the maintenance of
this agreement should be sent to:

Mailhandlers' Local 300
Attn: Wally Merwin
401 Broadway, Suite 1400
New York, New York 10013