

1990 - 1993

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE

PARAMUS FACILITY

AND

NATIONAL POSTAL MAIL HANDLERS

LOCAL 300 AFL - CIO

HACKENSACK, NEW JERSEY 07602

1990 - 1993

National Postal Mail Handlers Union



1990-1993

This Memorandum of Understanding is entered into on June 15, 1991 at Hackensack, N.J. 07602, between the representatives of the United States Postal Service, and the Administrative Vice President of the National Postal Mail Handlers, Watchmen, Messengers, and Group Leaders Division of the Laborers' International Union of North America, AFL - CIO, Local 300, Paramus Branch, pursuant to the Local Implementation Article 30 of the 1990 National Agreement.

This Memorandum of Understanding constitutes the entire Agreement on matters relating to local conditions of employment.

David S. DeFrancesco

D. DeFrancesco
Postmaster/OIC
Paramus, N.J. 07652

Emilio P. Milito

Emilio P. Milito
Admin. Vice President
Local 300
Hackensack Branch

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ITEM A. ADDITIONAL OR LONGER WASH-UP PERIODS

1. Wash-up of five (5) minutes immediately prior to lunch and five (5) minutes immediately prior to the end of tour shall be granted to all Mail Handlers.
2. No Mail Handler will be required to work during their wash-up period.
3. Mail Handlers working with toxic materials or suspected toxic materials may receive additional wash-up time.

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

1. In the event there is a curtailment or termination of Postal operations to conform with orders on advice of local authorities or as conditions warrant because of emergency conditions, the following shall apply:
 - a. Consideration will be given to, but shall not be limited to such acts of God as fire, civil disorder, flood, inclement weather such as blizzards, snowstorms, and extremes in temperatures, as well as tornado warnings or conditions.

2. Consideration shall also be given to, but limited to the following environmental conditions within the building.

a. Building temperatures and climate control, power failures, lack of water, sanitary and restroom facilities, asbestos removal or other situations of like nature.

3. Postal officials shall consider the safety of the employees as their primary concern. Whenever any of the above conditions exists, the ranking official or representative of the union on duty will be notified and apprised of the situation.

ITEM C. FORMULATION OF LOCAL LEAVE PROGRAM

1. Management will let off twenty (20)) percent of the Mail Handler complement of employees in each section on a first come basis, with all leave being approved within 72 hours. When requests are simultaneously received seniority will prevail.

2. All annual leave not approved or disapproved by management within seventy-two (72) hours will automatically be granted.

3. Any employee requesting and being approved for 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.

4. A Mail Handler employee at his/her option may cancel leave on form 3971 at least 72 hours before leave begins.

5. Upon cancellation of leave, management will post the vacated leave opportunity on the appropriate bulletin boards and will grant such leave to other employees if requested.

6. For choice vacation picks employees will pick by seniority order from the first pay period after the new leave year begins in January until February 15 of each year unless mutually extended, or changed.

7. Exceptions to the above provisions may be granted by mutual consent of the parties.

ITEM D. THE DURATION OF THE CHOICE VACATION PERIOD

1. The vacation period will commence on the first Monday in February and will end the last Saturday in November.

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

1. The basic work week for vacation periods shall be Monday through Saturday.

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

1. Employees will pick choice vacation slots under the following option;

a. In the first round of picks, employees may choose either one fifteen (15) day pick or one combination pick of five (5) or ten (10) days at the employee's option.

b. For each subsequent round of picks, employees may choose in increments of either one five (5) day pick or one ten (10) pick if available.

2. An employee at his or her option may forego a choice during any round of picks.

3. At any time, an employee may cancel a vacation choice in accordance with Item C, #4. Management will then make that choice available to other employees by posting the vacated choice on appropriate bulletin boards.

4. Requests for annual leave, throughout the year, other than during choice vacation periods shall not be unreasonably denied.

5. Exceptions to the above provisions may be made by mutual consent of the parties.

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

1. Jury duty, military leave and attendance at National, State or Regional assemblies or meetings shall not be charged to choice vacation periods.

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

1. The maximum percentage of Mail Handlers who shall receive leave during the choice vacation period shall be 20 % of the Mail Handler craft each week of choice vacation period.

2. In determining the percentages above, fraction percentages shall be rounded to the nearest whole number.

ITEM I. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR HIM/HER

1. Each Mail Handler shall receive written notification (3971) for the choice vacation period granted by February 21st of each year of this agreement.

2. A copy of all awards of the posting will be furnished to the union prior to the official posting.

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

1. Management shall notify all Mail Handlers by service talks and post on appropriate bulletin boards the beginning date of the new leave year, which shall be the first day of the first full pay period of the new calendar year. Notification will be made as soon as this information becomes available.

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

1. Application will be made on form 3971 in duplicate with a copy returned to the Mail Handler upon authorization or other action.

2. All leave requests not acted upon by management within seventy-two (72) hours shall be considered automatically granted.

3. Employees are not barred from making requests for increments of five (5) days or less including parts of individual workdays.

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

1. The Overtime Desired List shall be established by section.
2. Overtime Desired Lists shall be in accordance with the provisions set forth in article 8 of the National Agreement.
3. Employees may remove their names from any of the overtime desire lists at any time during the quarterly period, and will not be able to re-sign the list until the next quarter.
4. The union shall be provided with one (1) copy of the Overtime Desired Lists on a quarterly basis.

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

1. There will be no limitation placed upon the number of light duty assignments made available for this facility providing there is work available within the Mail Handler's limitations and as long as such work does not displace or is not to the detriment of a full time career employee. Every effort shall be made to keep the employee on his or her own tour of

ITEM M (continued)

duty and hours of work, with the same rest days.

2. Article 13 of the National Agreement will also be adhered to concerning light duty assignments.

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. No career full time regular will be displaced or adversely affected by a light duty assignment.

2. The provisions under article 13 of the National Agreement will be utilized in obtaining light duty assignments.

ITEM O. 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 the range of movement normally required and as specified and documented.

a. Management will make light duty assignments in accordance to the limitations set forth by the medical unit in accordance with article 13 of the National Agreement.

ITEM Q (continued)

b. Management at its option may assign any available work to Mail Handlers on light duty providing the work is within their physical limitations.

2. Light duty assignments will require medical, dental, optical, or chiropractic documentation from a physician, chiropractor or other medical practitioner. Management may assign light duty upon request of an employee without certification for a period of not more than eight (8) hours.

3. Light duty assignments will be in accordance with article 13 of the National Agreement.

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 permanently reassign employees deemed excess to the needs of a section or to excess a section entirely, the following shall apply;

a. A section is defined as the entire installation.

ITEM Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

1. Management will provide parking to Mail Handler craft employees on a first come basis. No spaces will be reserved for bargaining unit employees except for handicapped parking which will be designated by an above - ground sign and blue paint designations on the pavement.

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. Annual leave to attend union activities shall not be charged against choice vacation periods.

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

ARTICLE 12, SECTION .3B5

1. In accordance with the provisions set forth in article 12, section .3b5, in order to cause a duty assignment to be reposted due to a change in duties or principal assignment area, the duty assignment must be changed to another building, or work area outside of the original area or the specific duties would have to change by at least 50 % as determined by the AVP or the ranking union official or representative.

ITEM 5 (continued)

ARTICLE 12,SECTION .3C

2. In accordance with the provisions set forth in article 12,section .3c, posting and bidding for preferred duty assignments shall be installation wide.

ARTICLE 12,SECTION .3E3e

3. In accordance with the provisions set forth in article 12, section .3E3e, those employees subject to excessing from a section and not covered by article 25, shall be as follows:

a. The order of movement from a duty assignment will be by juniority. When more than one employee is being excessed simultaneously or the whole duty section is being excessed simultaneously, and there is more than one duty section that will be gaining the excessed employees, those employees shall be given the choice of which duty assignment they will choose to work in by seniority order.

b. When the duty assignment area as described in (a) above re-opens, the recall to the duty assignment area of previously excessed employees shall be by seniority order.

ARTICLE 12,SECTION .4

4. In accordance with the provisions set forth in article 12, section .4, a section is defined as an installation.

ITEM 9 (continued)

ARTICLE 12, SECTION .6C4a

5. In accordance with the provisions set forth in article 12, section .6C4a, a section is defined the same as article 12, section .4, above.

ARTICLE 13, SECTION .3

1. In accordance with the provisions set forth in article 13, section .3, light duty assignments shall be determined by consultation and agreement with the Union. The light duty assignments are described in item 0, #3.

ITEM 1. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTINGS

POSTING OF DUTY ASSIGNMENTS

1. The AVP or other ranking Union official or representative shall be notified when any and all vacancies exist in the Mail Handler 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 AVP or ranking Union official or representative shall be apprised of this intent in advance in writing with reason given.

ITEM I (continued)

3. Vacant duty assignments to be posted for bidding for full time career regular employees, shall be within ten (10) day bid cycle except for the month of December. Vacant duty assignments will be posted for ten (10) days and employees will be placed in the new assignment within fifteen (15) days of the closing of the bids.

4 All duty assignments posted for bidding shall contain the information set forth for bidding in article 12.3D.

SENIORITY

1. Management shall provide the Union with one (1) copy of Mail Handler seniority lists on a quarterly basis or whenever requested.

2. All duty assignments shall be awarded on the basis of craft seniority.

REASSIGNMENTS

1. No Mail Handler properly holding a duty assignment or position within a duty assignment shall be bumped or displaced from that position or duty assignment.



Proposed Local Memo Ground Rules
Local 300 / Hackensack - Paramus Facility
May 30, 1991

LOCAL NEGOTIATIONS 1990, RULES

Representatives of Local 300 Mail Handlers, NPMH (Div. of LIUNA, AFL-CIO) and of USPS / Paramus, agree to conduct joint negotiations for Memorandum of Understanding in accordance with the following rules:

1. Negotiations will begin on Thursday May 30, 1991 at ^{8:00}~~11:30~~ 8:00 A.M. and end at 10:30 P.M. unless extended or shortened by mutual agreement.
2. There will be at least one meeting each week, on Thursday from ^{8:00}~~11:30~~ A.M. to 10:30 P.M. The frequency may be increased or decreased by mutual agreement.
3. Negotiation meetings will be held at a place selected by management without interruption.
4. Recesses, including those for the purpose of caucuses may be called by the spokesperson for either party.
5. Either party calling a recess will notify the other party of the approximate duration of the recess not to exceed 20 minutes.
6. Negotiations will not be interrupted except under emergency conditions.
7. The negotiating teams for each party will not exceed a total of 2 negotiators.
8. Union Chief Spokesperson will be Emilio P. Milito with George McGinty as Chief Alternate.
9. Management Spokesperson will be O.I.C. Dave DeFrancesco
10. Chief Spokesperson may designate an alternate when he/she desires.
11. Chief Spokesperson will act as chairperson of meetings on an alternating basis.
12. Any item, subject or proposals agreed upon at the prior meeting shall be initialed by the spokesperson of each party before the start of the next meeting.



NATIONAL POSTAL MAILHANDLERS UNION
LOCAL 300 / HACKENSACK BRANCH
PO BOX 4197 SO. HACKENSACK, N.J. 07606



13. Any items, subject or proposals agreed upon shall become effective June 30, 1991.

14. Those items submitted to arbitration will become effective upon receipt of arbitrator's decision by both parties.

15. After the commencement of negotiations, changes and additions to these rules and procedures for negotiations may be changed by mutual agreement.

Emilio P. Maita
Chief Spokesperson / Local 300

5-30-91
Date

J. J. Francesco
Chief Spokesperson / U.S.P.S.

5/30/91
Date

