

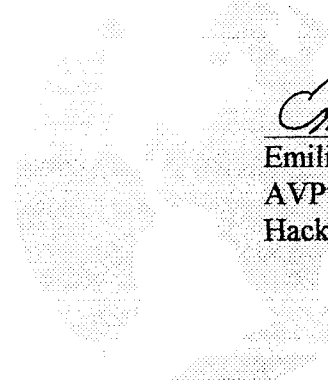


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Mailhandlers Union / Local 300

June 22, 1999

It is mutually agreed by the National Postal Mailhandlers Union / Local 300, Hackensack and the U.S. Postal Service Paramus, the local memorandum of understanding (LMOU) agreed to in 1994 – 1998 **will be** rolled over to cover the years 1998 – 2000. There are no changes and the local agreement will remain the same.



Emilio P. Milito

Emilio P. Milito
AVP / Local 300
Hackensack Branch

Bruce Clemens

Bruce Clemens
Postmaster
Paramus Post Office

"AN INJURY TO ONE IS AN INJURY TO ALL"

NATIONAL POSTAL MAILHANDLERS UNION



1998 – 2000


LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. POSTAL SERVICE
PARAMUS FACILITY
AND
NATIONAL POSTAL MAILHANDLERS
LOCAL 300 AFL – CIO
HACKENSACK, NEW JERSEY 07602

This Memorandum of Understanding is entered into on June 29, 1999 at Paramus, N.J. 07652, 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, Hackensack Branch, pursuant to the Local Implementation Article 30 of the 1998 National Agreement.

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



Mr. B. Clemens
Postmaster
Paramus, N.J. 07652



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 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.