

FINAL

MSC PATERSON, N.J. 07510

MAILHANDLER

LOCAL MEMORANDUM OF UNDERSTANDING

1984-1987

UNITED STATES POSTAL SERVICE

PATERSON, NJ 07510

PREAMBLE

The following Memorandum of Understanding is between the Management of the US Post Office, Paterson, NJ 07510 and the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders, Local No. 300, Paterson, NJ Branch.

This Local Contract shall run over the length of time in conjunction with the National Agreement, July 21, 1984 - July 20, 1987. This Local Agreement shall expire July 20, 1987 or at that time a new National Agreement is negotiated and finalized.

All Labor/Management items agreed to shall be part of the Local Memorandum of Understanding.

Management and the Paterson NJ Branch of the National Post Office Mail Handlers, Local No. 300 shall receive similar courtesy and respect from each party and open communications on all concerns and working conditions involving the Mail Handlers craft.

There shall be no other Local Contract or mention of the Mail Handlers Craft in Paterson, NJ other than the Local Memorandum of Understanding negotiated with the Paterson, NJ Branch of the National Post Office Mail Handlers, Local No. 300.

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Conclusion and Signing of Local Memorandum of Understanding.

ITEM A. ADDITIONAL OR LONGER WASH-UP PERIODS.

1. Wash-up periods shall be the (10) minutes prior to lunch and the (10) minutes prior to the end of the work day.

2. Additional wash-up time shall be granted to employees doing extremely dirty work or working with toxic material, upon completion of such assignment.

3. Mail Handlers assigned from indoor duties to outdoor duties or vice versa shall have reasonable time to change clothing during cold or wet climatic conditions.

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. Management shall consult with the representative available from the Mail Handlers Union on the present conditions of such an emergency, the short and long term plans and any immediate action to be taken concerning the Mail Handlers Craft.
2. If off duty, the employer will make every effort to notify the employees through available news media and communications. Off duty employees, will make every attempt to contact their pay locations for instructions.
3. Reasonable consideration shall be given, but not limited to, such conditions as Acts of God--floods, hazardous weather, etc., fire, civil disorders, lack of water, breakdown of mechanical climate control equipment, bomb scares, etc., by the installation head or designee.

ITEM C. FORMULATION OF LOCAL LEAVE PROGRAM

1. Article 10 of the National Agreement will be the guiding factor in formulating the Local Leave Program.
2. When a Mail Handler is reassigned to another tour, the vacation request granted this employee on his former tour remains valid.
3. Mail Handlers shall be granted emergency annual leave for a death in their immediate family. Mail Handlers shall be granted annual leave for their birthday when requested at most thirty (30) days - date to date (Example: June 1 for July 1) prior to that date.
4. Official Union Representative(s) shall be granted annual leave or LWOP to attend official union business or meetings when notification is made well in advance and the needs of the service are not adversely affected.
5. Those Mail Handlers attending Jury Duty shall have their non-scheduled work days (NSWDS) temporarily changed when requested from weekdays to weekend.

ITEM D. THE DURATION OF THE CHOICE VACATION PERIOD

1. The Mail Handlers' Choice Vacation period shall be inclusive of the period between the first full week of March and the last full week of November.
2. Due and careful consideration shall be given to all vacation requests, which do not fall within the choice period.
3. Seniority shall be followed in choosing weeks in the choice vacation period. Regular Mail Handlers may choose in units of whole weeks.
4. Cancelled vacations in units of whole weeks, must be submitted to the tour shop steward at least fourteen (14) days in advance of vacation date. These weeks will be put up for bid by seniority. Increments of less than forty (40) hours will not be honored.

ITEM E. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES
VACATION PERIOD.

1. The vacation period shall begin on the first day of the employees basic work week.
2. Exceptions may be made by mutual consent of the individual, management and the Union.

ITEM F. WHETHER EMPLOYEES AT THEIR OPTION, MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD.

1. A second pick of vacation leave, during the choice vacation may be selected by an employee, provided that all others on their tour have had an opportunity to select weeks during the first round in order of seniority.
2. Each vacation group will have seven (7) days to make their selection. After that time they will lose their pick for that round. All vacation picks will be posted.
3. Each tour shall have a separate vacation list. (Tour 1, 2, 3A-3 combined).

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 the choice vacation period.

2. Military Leave shall not be charged to the choice vacation period.

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

1. The maximum number of Mail Handlers who shall receive leave each week during the choice vacation period is as follows:

Tour 1	first full week in March to last full week in May.	2 off
	first full week in June to last full week in August.	3 off
	first full week in September to last full week in November.	2 off
Tour 2	first full week in March to first full week in May.	1 off
	first full week in June to last full week in August.	3 off
	first full week in September to last full week in November.	1 off
Tour 3A-3	first full week in March to third full week in June.	4 off
	last full week in June to last full week in August	5 off
	first full week in September to last full week in November	4 off

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

1. A schedule or listing of approved vacation leave
shall be posted on the Mail Handler's Bulletin Board,
showing dates approved for all Mail Handlers.

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

1. The employer, shall not later than November 1st of each year publicize on Union Bulletin boards and by other appropriate means, the beginning date of the new leave year in accordance with this memorandum.

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

1. All requests for annual leave shall be approved or disapproved within forty-eight (48) hours of day submitted. All leave not approved or disapproved within this time frame will automatically be granted. Daily Annual Leave will be approved on a first come, first served basis.

2. All requests for daily annual leave, shall be made no more than thirty (30) days, date to date, prior to that date. At times of numerous requests for the same date (Example: Religious Holidays, day after Thanksgiving, etc.) requests shall be made no more than thirty (30) days, date to date, prior to that date. As many employees as possible shall be off during these times.

3. Daily workforce minimum annual leave will be as set below.

Tour I - first full week in March to last full week in May. 1 off

First full week in September to last full week in November. 1 off

ITEM K. (Continued)

Tour 2	First full week in March to first full week in May.	1 off
	First full week in September to last full week in November.	1 off
Tour 3A-3	First full week in March to third full week in June.	2 off
	Last full week in June to last full week in August.	1 off
	First full week in September to last full week in November.	2 off

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

1. "Overtime Desired" Lists shall be by seniority
by tours on a rotating basis.
2. Shop Stewards shall be notified of overtime as far
in advance as possible. All overtime shall be
announced over the loud speaker at least one (1)
hour prior to the end of the tour.

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

1. Employees found to be eligible for light duty assignments under Article 13, shall be assigned to duties compatible with their limitations. These assignments shall be determined by mutual agreement, between the Union and Management, on an individual basis. No light duty assignments shall adversely affect a regularly assigned member of the craft.

ITEM N. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT THE REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.

1. Light duty assignments will be selected to comply with the doctor's specifications and requirements that are commensurate with their physical capabilities.
2. No temporary or permanent light duty assignments shall affect the job of a regularly assigned Mail Handler. When possible these assignments shall be within the Mail Handlers craft, on the Mail Handlers same tour of duty.

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

1. Light duty assignments are those jobs that fall within the employees medical restrictions and requirements on an individual basis under Article 13. When possible, these job assignments will be from those of the Mail Handlers craft, on the employees same tour of duty.

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. Any employee moved from a section and/or tour shall be moved by inverse seniority and occupational code. A return back to the original section and/or tour shall be done by seniority.

ITEM Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

1. Parking stickers will be issued to those employees wishing to park in the Post Office Parking Lot or the Dale Street School Lot by seniority by craft.

2. Those Mail Handlers with stickers must use the lot.

3. A parking spot will be designated for the Mail Handler's Union.

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 for union activities will not be considered as part of the choice vacation period.

ITEM S. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL
NEGOTIATIONS AS PROVIDED IN THE FOLLOWING
ARTICLES AND ARTICLE 12.

1. Bids--a copy of all Mail Handler bids will be sent to the Mail Handlers Union prior to posting. All Mail Handler bid assignment changes will be sent to the Mail Handlers Union at least two (2) weeks prior to posting.

During bid changes between tours when eight (8) hours off the clock is required between the old and new bid assignments, a change in NSWDS shall be considered before using annual leave (AL).

2. All incoming emergency phone calls to Mail Handlers shall be handled properly and in accordance with SOP.
3. Mail Handlers shall be paid at a higher level for covering higher level duties (Example: Group Leader, Mark 2 Operator, Driver/Postal Vehicles, fork lifts, etc.)

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

1. Seniority lists shall be posted quarterly with a copy given to the Mail Handlers Union.
2. All copies of pertinent notices shall be placed on the Mail Handlers Bulletin Boards. Copies of disciplinary actions, personnel action, Postal and Regional Bulletins shall be sent to the Administrative Vice-President, Local 300, Paterson, NJ Branch.

MEMORANDUM OF UNDERSTANDING FOR LOCAL 300

This Memorandum of Understanding is entered into on April 1985, between the representatives of the United States Postal Service, and the designated agent of the National Post Office Mail Handlers, Watchmen, Messengers, and Group Leaders Division of Laborers International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 1984 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

For _____
United States Postal Service

FOR _____
National Post Office Mail Handlers Union