

UNITED STATES POSTAL SERVICE  
PLAINFIELD, NJ 07061-9998

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES POSTAL SERVICE

(PLAINFIELD, N.J. POST OFFICE 07061-9998)

&

MAILHANDLER'S UNION, AFL-CIO

LOCAL # 300

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON  
SEPTEMBER 10 1996 AT PLAINFIELD, NEW JERSEY 07061-9998 BETWEEN THE  
REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND THE  
DESIGNATED AGENT OF THE NATIONAL POST OFFICE MAILHANDLERS,  
WATCHMEN, MESSENGERS, AND GROUP LEADERS DIVISION OF LIUNA, AFL-  
CIO, PURSUANT TO THE LOCAL IMPLEMENTATION PROVISION OF THE 1995  
NATIONAL AGREEMENT WITH THE UNITED STATES POSTAL SERVICE AND THE  
DESIGNATED AGENT OF THE NATIONAL POST OFFICE MAILHANDLERS,  
WATCHMEN, MESSENGERS, AND GROUP LEADERS DIVISION OF LIUNA, AFL-  
CIO.

*James E. Hoops*  
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CHIEF NEGOTIATOR


*9/10/96*  
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DATE

*Walter Mercuri*  
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DESIGNATED AGENT  
LOCAL 300

*9/10/96*  
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DATE

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ITEM A: WASH UP PERIODS

Employees shall receive a five (5) minute wash-up before their lunch (meal) and a seven (7) minute wash-up prior to the end of their tour. 


ITEM 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

When emergency conditions occur as a result of, but not limited to, community disasters or to conform to orders of local authority, management will take whatever action is necessary to carry out its mission and responsibilities, but not limited to those described in the Employee & Labor Relations Manual.

Such action shall take into account the needs of the service, local conditions, and the welfare of Postal employees and shall be based upon information available and received from local, state, national authorities, and other official sources.

Consideration shall be given to Acts of God, such as severe storms, fire, floods, community disaster, and other physical limitations or obstacles that would otherwise jeopardize the safety and health of postal employees; however, the situation must be general rather than personal in scope and must prevent groups of employees from working or reporting to work.

With reference to the above, management shall immediately advise the local union representative or his designee concerning the appropriate action to be taken.

All requests for administrative leave must be acted upon no later than seven (7) days after the Postmaster's (or other Installation Head) decision. 

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ITEM C: FORMULATION OF LOCAL LEAVE PROGRAM

By March 1st or the first Monday thereafter, a notice will be posted asking for choice period vacation annual leave requests. All such requests must be received by March 31st. All such requests receive primary consideration based upon seniority. The notice of results of vacation requests shall be posted by April 21st or the first Monday thereafter.

Annual leave for an employee's birthday shall be granted upon request provided that no other mail-handler is on a bided vacation. *ML*

ITEM D: THE DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period shall begin on the 2nd Saturday in May. The last week shall begin on the last Saturday in September. *ML*

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

All employees shall begin their vacation on the 1st day of the Postal Service work week which starts on Saturday.

Each employee shall be granted one weekend off upon request either at the beginning or at the end of their vacation. *ML*

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 may request two selections during the choice vacation period in units of 5 or 10 days; however, the second choice will be given consideration only after all submitted first choices for that time period have been considered. *ML*

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

Jury duty shall not be charged to the number of employees approved for the choice vacation period.

The Union may reserve for attendance at State or National conventions up to the total number allowed off and it shall not be charged to the attending employees' choice vacation request.

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

The maximum percentage shall be completed in the following manner:

The total weeks of choice vacation period earned by those employees on the rolls as of the beginning of the leave year, shall be divided by the number of weeks in the choice vacation period. The resulting number shall be the number allowed off. When the calculations of the number of employees off per week during the choice vacation period results in less than a whole number, the fraction will be apportioned among the available choice vacation periods.

EXAMPLE: Currently there are 17 weeks of choice period available. There are 4 employees eligible for 3 choice weeks each.  
 $4 \times 3 = 12$ . 12 divided by 17 is less than 1 but shall equal 1 as per this agreement.  
If we had 6 employees receiving 3 weeks each, then;  $6 \times 3 = 18$   
18 divided by 17 = 1 per week and one week with 2 off.

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ITEM I: 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 their vacation schedule.

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

Employees shall be notified of the beginning of the new leave year by the posting of a notice on an official bulletin board as per the National Agreement. Additionally, a copy of this notice will be forwarded to the State representative or his local designee.

ITEM K: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

Requests for 1 to 3 days of Annual Leave must be submitted not more than 7 days in advance of the dates being requested. The answer to these requests shall be given within 3 days.

Requests for 4 or more days of Annual Leave must be submitted 2 weeks in advance of the dates being requested. The answer to these requests shall be given within 3 days of the submission of Postal Service Form 3971. This policy does not apply to choice period vacations.

Unusual circumstances shall be handled on their own merits.

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

The overtime desired list for Plainfield shall be by tour. Notice of overtime shall be given at least one (1) hour prior to the start of the overtime and the local union representative shall be notified.

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ITEM M: THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR LIGHT DUTY ASSIGNMENT

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

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

Any employee requiring a temporary light duty assignment shall be assigned duties consistent with the limitations medically determined to the maximum extent of available work.

No light duty assignment shall 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

The entire Plainfield Post Office shall comprise one section.

Management will reassign all casuals and part-time flexible mailhandlers off a tour before doing so to a full time employee.

Mailhandlers whose bid positions are abolished shall 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.

For permanent reassignments, management will make an effort to give any unassigned full time mailhandler a choice, based upon seniority, if more than one vacancy exists. When abolishing or excessing positions, management shall make every effort to minimize affected employee inconvenience.

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ITEM Q: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Should additional parking become available to enable on premises parking of employee vehicles, management will allocate a proportionate percentage of parking spaces based upon seniority. The Steward shall have super-seniority for this item.

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

Annual leave or LWOP to attend Union activities requested on PS Form 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 12.3  
ARTICLE 12, SECTION 12.3 B5  
ARTICLE 12, SECTION 12.3 C  
ARTICLE 12, SECTION 12.3 E3e  
ARTICLE 12, SECTION 12.4  
ARTICLE 12, SECTION 12.6 C4a

Assignments shall be defined as installation-wide and by Tour. A Tour shall be defined as begin time in the post office where the mailhandler works. Any changes proposed in the present Tour Book will be only after consultation with the Union.

Reporting to another Tour 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 resulting new assignment shall be posted with the next bids in compliance with Article 12.3B7 of the National Agreement. Bids for this or any other mailhandler craft assignment shall be posted on the official bulletin board at this installation.

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

Management shall post a seniority list of all employees represented by the Mailhandlers Union at this installation. This list shall be updated quarterly and be posted on the official bulletin board. Also, a copy shall be forwarded to the Local Union representative.

Bids for all mailhandler positions shall be posted on the official bulletin board.

The "Overtime Desired" list shall be posted on the official bulletin board.

As stated in ITEM S, any changes proposed in the present Tour Book will be made only after consultation with the Union. If a position is to be reverted or abolished, management will provide the Union with the reasons, in writing, for the proposed action.

The steward or state representative or designee shall be provided with copies of any and all notices and postings that affect the mailhandler craft.

Upon request, at the end of each accounting period, the Union designee shall be provided with a list of all employees who were or are currently on light duty or limited duty. Such list shall include the employee's regular assignment as well as the light or limited duty assignment.

Prior to reassigning any mailhandler, management shall notify the Union or designee.

Holiday lists will be posted no later than the Tuesday preceding the holiday. Such lists shall be posted on the official bulletin board.

Upon request, the Union shall be provided with an updated copy of the employee complement report for this office on a quarterly basis.



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ITEM T: (CONTINUED)

Upon request, the Union shall be provided with copies of all Safety Committee Meetings and safety inspections prior to their posting.

All details will be posted for bid and will be given to the senior qualified employee. No details will extend beyond 60 days. If the job is determined to be needed, it will then be posted for permanent assignment. Exceptions can be made by mutual agreement between the Union and Postal management.

All correspondence relative to the maintenance of this agreement shall be sent to:

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