

NORTHERN NEW JERSEY METRO P&DC



Mailhandlers Union / Local 300



**2000-2006
LOCAL MEMORANDUM OF UNDERSTANDING**

BETWEEN THE

**U.S. POSTAL SERVICE
NORTHERN NEW JERSEY METRO P&DC**

AND THE

**NATIONAL POSTAL MAILHANDLERS UNION
LOCAL 300 AFL-CIO**

TETERBORO NEW JERSEY 07699

PREAMBLE

"This memorandum of understanding is entered into on December 1, 2003, between the U.S. Postal service, NNJ Metro P&DC and the National Postal Mailhandlers Union Local 300 NNJ Metro P&DC Branch in Teterboro, New Jersey 07699.

This Local MOU contract shall run over the length of time in conjunction with the National Agreement, November 20, 2006. This local agreement shall expire November 20, 2006 or at that time a new National Agreement is Negotiated and a new local MOU Agreement is finalized. If the parties agree not to negotiate a new local MOU Agreement at the expiration of this current agreement then, this Local MOU Agreement will be rolled over for the term of the new National Agreement.

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



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Local Memorandum of Understanding (Mailhandlers)

Item A. Additional or Longer Wash-up Periods.

1. Wash-up of ten (10) minutes immediately prior to lunch and ten (10) minutes immediately prior to end of tour shall be granted to all Mail Handlers.
2. Local management may grant additional wash-up time to those Mail Handlers who perform “dirty” work or work with toxic materials.
3. No Mail Handler will be required to work during their wash-up period.

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. Postal officials shall consider the safety of the employees as their **primary** concern, taking appropriate actions to protect those employees.
 - b. In the event that operations are curtailed or terminated, employees may call the Emergency Call-in number @ (201) 375-4228, or the MDO’s Office @ (201) 375-4107 for further instructions.
 - c. The ranking official or representative of the union on duty will be notified and apprised of the situation when possible. Appropriate actions will be taken for those employees on duty to ensure their safety and well-being.

Item C. Formulation of Local Leave Program.

1. For all annual leave outside of "choice vacation period" management will let off 5% of the mailhandler complement of employees on each tour on a first come basis, with leave being approved within 48 hours, if submitted within the first hour of their respective tour. If 3971 is submitted after the first hour of the employees begin tour the 3971 will be acted upon within 72 hours of submission. When requests are simultaneously received seniority will prevail.
2. Union officials on union business, or while attending conventions, will not be included in the 5% ceiling.
3. All annual leave not approved or disapproved by management within 48 or 72 hours (refer to #1) will automatically be granted. Leave request for annual leave other than choice vacations for 40 hours or more cannot be submitted more than 45 days in advance. Leave request for less than 40 hours will be submitted no sooner than the preceding Monday of the service week in which the leave falls.
4. Employees subsequently bidding to another tour after the picks are made shall keep his/her initial pick if desired, with the stipulation that the losing tour will not post that vacant bid unless the employee that bids, chooses to give up his/her vacation time on the gaining tour.
5. A Mailhandler employee at his/her option may cancel leave on P.S. form 3971 at least 72 hours before their leave begins.
6. Those mailhandlers absent or on leave must contact the tour office to find out their leave status.

BLOOD LEAVE

7. Mailhandlers shall receive up to 8 hours of administrative leave for blood donation in accordance with the ELM section 519.4.

Item D. The Duration of the Choice Vacation Period.

1. The choice vacation period will begin with the first full week in April and end with the last full week in September.
2. The week of Easter and the week of Thanksgiving will be included in the vacation period.

Item E. The Determination of the Beginning Day of an Employee's Vacation Period.

1. The beginning day of an employee's vacation period shall be the first day of the service week as defined in (ELM 432.42). The service week is the calendar week beginning @0001 Saturday and ending @2400 the following Friday. The service week remains fixed regardless of the schedule of hours worked by an individual employee.

Item F. Whether Employees at Their Option May Request Two Selections During the Choice Vacation Period in Units of 5 or 10 Days.

1. Employee's will pick choice vacation slots under the following options:
 - A .Employees may choose either one (15) day pick or one combination pick of five (5) and (10) days at the employee's option. The total of the two (2) selections cannot exceed 15 days.
2. 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 shall not be charged to the choice vacation period.
2. Attendance at National or State conventions shall not be charged to the employee's choice vacation selection. The employee is eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacation.

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 that shall receive leave during the choice vacation period shall be 13%, except, September, Easter week and Thanksgiving week, which shall be 9%.
 - a. For incidental annual leave request, Management will allow a maximum of 13% /9% of the daily scheduled compliment, off during any week of choice vacation period where the agreed upon percentage is not met. (Note refer to # 1 above).
2. In determining the percentages above fractions shall be rounded to the nearest whole number.
3. Management may grant additional annual leave during this period.

Item I. The Issuance of Official Notices to Each Employee of the Vacation Schedule Approved for Him/Her.

1. The first round of bidding for choice vacation shall be made from January 28th to February 28th each year unless mutually extended or changed.
2. Selections for choice vacation shall be made by completing the agreed upon "Vacation Period Selection Form".
3. The form must be completed in triplicate and submitted to the employee's supervisor. The supervisor shall initial and date the form and return the 3rd copy to the employee immediately as proof of submission.
4. The vacation selection form shall be returned to the Mailhandler at the end of the first round no later than 03/15 notifying the Mailhandler whether their choice was approved or disapproved. The results of the first round of bidding shall be posted on each tour bulletin board respectively.
5. A second round of bidding shall be held for any Mailhandler shut out of the first round or was unable to be granted a maximum of three weeks annual leave. The second round of bidding shall commence immediately (same day first round results issued) and run for seven days. The results of the second round of bidding shall be posted no later than twenty-one (21) days after the second round of bidding ends, and be posted on each bulletin board respectively.
6. A copy of each round of bidding awards shall be furnished to the Union prior to the official postings. The vacation awards shall be kept current on a daily basis. The Union shall be notified of any cancellations or changes to the award postings.

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, as well as post on the 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 prior to November 1st.
2. A copy of such notice shall be furnished to ranking union official or representative.

Item K. The Procedure for Submission of Applications for Annual Leave During Other Than Choice Vacation Period.

1. All request for annual leave shall be approved/disapproved in accordance with item C #1
2. Requests for annual leave in less than 8 hour increments (when employee wishes to leave early) shall be granted on a first come, first serve basis, unless multiple request are submitted at the same time, then seniority will prevail.
3. All annual leave not approved or disapproved by management within 48 or 72 hours (refer to item C #1) will be automatically granted. Request for annual leave shall be in accordance with item C # 3.
4. Official union leave shall not be considered part of the daily annual leave percentage. The annual leave calendar shall be made available to the union shop steward for that tour.
5. All requests for annual leave on 3971's shall be made in triplicate with a signed copy immediately returned to the Mail Handler.

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 tour in the following manner:
 - a. Non-scheduled
 - b. Before tour list (BT)
 - c. After tour list (ET)
2. The tour will consist of the entire NNJ Metro P&DC facility (all work areas), which also includes the Paterson and Hackensack P&DC mail handlers holding P&DC bids in those facilities. Those Paterson and Hackensack P&DC mail handlers, on the ODL, will be considered for their NSWDC overtime.
3. Employees may remove their names from any “Overtime Desired Lists” at any time during the quarterly period, in writing, to the Tour MDO, with a copy to the union. The employee cannot get back on the ODL until the next quarter.
4. The union shall be provided with one (1) copy of the “Overtime Desired Lists” on a quarterly basis.
5. Mailhandlers will be notified to work overtime at least one (1) hour prior to the end of their tour unless an emergency exist. The branch president or steward on duty will be notified of any overtime prior to the craft being given notice, unless no Union representative is available.
6. It is agreed that a Mailhandler on a (legal) change of schedule, (PS 3189) for their own personal reason will not be allowed to work overtime for the hours or the non schedule days of the change of schedule (depending on what the change of schedule is for).
7. If a Mailhandler puts in a change of schedule to go to another tour and keeps the same non schedule days as on their own tour the Mailhandler **WILL BE ALLOWED TO WORK OVERTIME** for all, (N/S, BT, ET).

This policy does not apply to a union representative who is on a change of schedule for union activities.

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.
2. 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.

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. Light duty assignments will be selected to comply with the doctor's specifications and requirements that are consistent with their physical capabilities.
2. No temporary or permanent light duty assignments shall affect the job of a regularly assigned mail handler. Every effort shall be made to keep the employee on his/her own tour of duty and hours of work, with the same rest days.

Item O. The Identification of Assignments that are to be Considered Light Duty.

1. Light duty assignments are those jobs that fall within the employee's medical restrictions and requirements on an individual basis under Article 13. When possible these job assignments will be from those of the Mail Handler craft, on the employee's same tour of duty.
2. The following assignments and functions shall be considered light duty if found to be within the range of duties prescribed as acceptable by medical, dental, optical or chiropractic certification. Management at it's option may assign any available work to light duty Mail Handlers providing the work is within their physical limitations
 - A. RE-WRAP
 - B. FOLDING TRAYS
 - C. PATCHING DAMAGED LETTERS
 - D. PROCESS MTE EQUIPMENT
 - E. MAIL PREP (ALL OPERATIONS)
 - F. FLAT CANCELLING
 - G. COLOR CODING
 - H. ALL OR ANY COMBINATION OF THE ABOVE
 - I. OTHER WORK NOT LIMITED TO THE ABOVE
3. Temporary light duty employees shall be eligible to bid to another position as set forth in the National MOU in effect.
4. Light duty employees shall be eligible for overtime work, if it is within his/her limitations in accordance with the National MOU in effect.

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.

When it is proposed to reassign employees deemed excess to the needs of a section, or to excess a section entirely, the following shall apply:

- a) The entire tour shall be considered a section for the purpose of this agreement.
 - 1) Tour-1, including the NNJ Metro P&DC positions stationed at the Hackensack & Paterson Post Offices.
 - 2) Tour-2, including the NNJ Metro P&DC positions stationed at the Hackensack & Paterson Post Offices.
 - 3) Tour-3, including the NNJ Metro P&DC positions stationed at the Hackensack & Paterson Post Offices.

Item Q. The Assignment of Employee Parking Spaces.

1. Management will provide enough parking spaces for mailhandler craft employees.
2. Management will reserve enough parking spaces for handicap employees. These spaces will be marked with blue paint and signs noting "handicap parking."
3. Two (2) parking spaces will be reserved for the mailhandler union, local 300; one space will be designated for the branch president and the other will be designated and marked indicating "local 300".
4. The current reserved "local 300" parking space shall remain in its location, however, the newly reserved space shall be located in the same row.
5. If the unions designated parking space are illegally occupied, the union official will ask management to announce on the P.A. system for the vehicle to be removed.

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 to attend union activities shall not be charged against the employee's choice vacation periods.

Item S. Those 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 permanent 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 branch president, and management representative.

ARTICLE 12, SECTION 3C

1. In accordance with the provisions set forth in Article 12, Section .3c posting and bidding for preferred duty shall be installation wide. To include only Paterson, Hackensack, and NNJ Metro P&DC employees when applicable.

ARTICLE 12, SECTION 3E3E

1. The order of movement from a duty assignment area will be by juniority, only after Article 12,3E3e a, b, c, &d has been adhered to. When more than one employee is being temporarily reassigned out of the duty assignment simultaneously, and there is more than one duty assignment area that will be gaining the reassigned employees, those employees shall be given the choice of which duty assignment area they will choose to work in by seniority order.
2. When the duty assignment area as described in (1) above re-opens the recall to the duty assignment area of previously reassigned employees shall be by seniority order.

ARTICLE 12, SECTION .4

- 1, In accordance with the provisions set forth in Article 12, Section .4, a section is defined as a TOUR.

ARTICLE 12, SECTION .6C4A

1. In accordance with the provisions set forth in Article 12, Section 6c4, 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 the USPS and the ranking union official for NNJ METRO P&DC, light duty assignments are described in item O, 2

Item T: local implementation of this agreement relating to seniority, reassignments and postings

POSTING OF DUTY ASSIGNMENTS

- 1 The Branch President or other ranking union official or representative shall be notified when any and all vacancies exist in the Mailhandler duty assignments and given prior notice to review all vacant and newly created positions at least 30 days in advance for duty assignments (bids).
- 2 When it is proposed to revert or abolish any duty assignment the Branch President or Ranking Union Official or Representative shall be apprised of this intent in advance in writing with the specific reason given at least 1 month in advance.
- 3 Vacant duty assignments to be posted for bidding for full time career regular employees shall be posted on a thirty (30) day bid cycle except for the month of December. Vacant duty assignments will be posted for ten (10) days and employees will be notified of the successful bids within ten (10) days of the closing of the bids.
- 4 All duty assignments for full time career employees shall have a fixed basic work schedule to the greatest extent possible with consecutive days of rest.

SENIORITY

1. Management shall provide the Union with one (1) copy of the Mailhandler seniority list on a quarterly basis or whenever requested.
2. All daily assignments shall be made on the basis of seniority within specific work locations.

REASSIGNMENTS

1. No mailhandler properly holding a duty assignment or position within a duty Assignment shall be bumped or displaced from that position or duty assignment.
2. No employee will replace a mailhandler having been reassigned from their duty assignment.