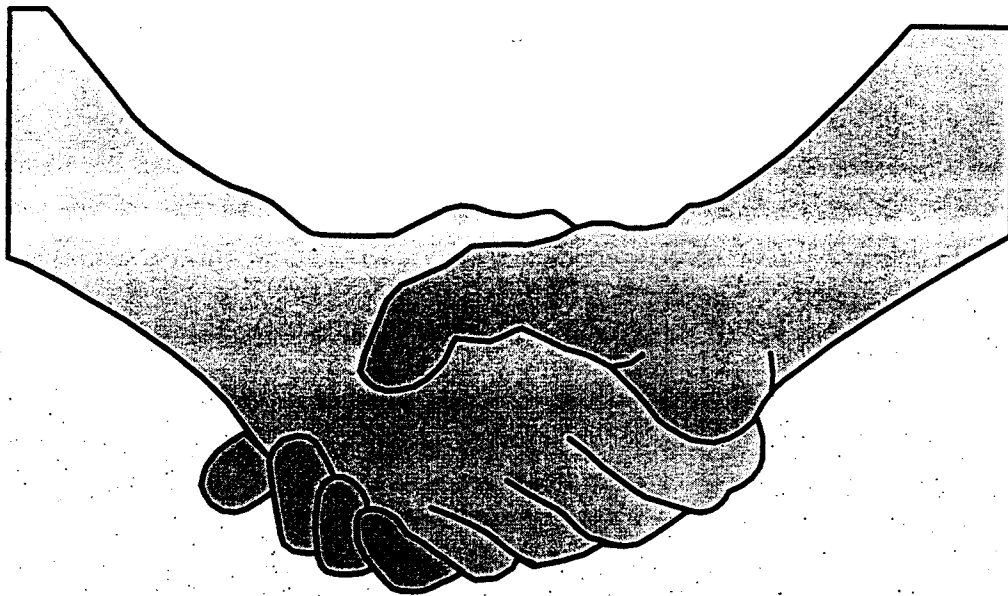


LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE, FAR ROCKAWAY, NY 11691-9998
AND
NATIONAL POSTAL MAIL HANDLERS UNION
LOCAL #300



1998 - 2000

ITEM A:

ADDITIONAL OR LONGER WASH-UP PERIODS

Management will adhere to the local past practice of granting reasonable wash-up time to those employees who perform dirty work or who work with toxic materials before meal time and end of 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

1. Termination of postal operations to conform to orders of local authorities, or as local conditions warrant because of emergency conditions, shall be based upon information available, and received from Local, State, and National Authorities and other official sources. Overall the installation head will make determination.
2. Management will notify the employees at the earliest possible time of termination or curtailment of postal operations. Such notification will be by telephone, and/or available public media, such as TV or Radio.
3. Consideration will be given to;
 - a. Acts of God, such as Storms, Fire, and Floods.
 - b. Civil Disorders.
 - c. The welfare, health and safety of the employees
4. Mail Handler union representatives will be notified and appraised of any situation that develops relating to this item.

ITEM C

FORMULATION OF A LOCAL LEAVE PROGRAM

1. Article 10 of the National Agreement will be the guideline in formulation of the local leave program.
2. Vacation picks will be granted by seniority. Mail Handlers in senior order will be granted two (2) selections in the choice period not to exceed a total of Fifteen (15) days, and one (1) selection in the non-choice period, not including the month of December not to exceed

a total of ten (10) days. LWOP will be granted in accordance with the provisions of the ELM, Chapter 5.

3. The granting of annual leave on a day to day basis will be consistent with the provisions of the ELM, Chapter 5. Consideration will be given to the needs of the employee, subject to operational needs and business conditions.
4. Mail Handlers must submit vacation sign up forms to their supervisor, properly completed by the deadline date to be given vacation consideration.
5. Part Time Flexible Mail Handlers shall select their vacation preference by seniority after all the Full Time Regular/Part Time Regular Mail Handlers have made their vacation preference,
6. Acting Supervisors (204b's) on long term detail, or those working as Acting Supervisor (204b) at the time vacation schedules are done, shall not be included in the leave percentages for vacation scheduling. Acting Supervisors (204b's) will not compete with Mail Handlers working in the craft and will not be granted vacations in lieu of Mail Handlers working in the craft.
7. Employees who are awarded bid positions on other tours or in other units' after the vacation periods are closed, will retain their vacation choice.

ITEM D

THE DETERMINATION OF CHOICE VACATION PERIOD

1. The choice vacation period for Mail Handlers will be from the last Saturday in April, through the service week immediately after Labor Day. In addition to the service week of Thanksgiving.
2. All other periods will be considered non-choice.

ITEM E

THE DETERMINATION OF THE BEGINNING DAY OF THE EMPLOYEES VACATION PERIOD

1. The beginning day of a vacation schedule will be the beginning day of the service week, which is Saturday.
2. Exceptions may be granted by agreement between the Union and Management.

ITEM F

WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER 5 OR 10 DAYS.

1. Requests during the initial annual leave sign up period must be for 5 or 10 day selections.
2. Mail Handlers in seniority order shall be granted (2) choice selections not not to exceed 15 days.

ITEM G

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

Jury Duty, Military Duty and leave to attend National or State Conventions shall not be charged to choice vacation periods.

ITEM H

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

The number of Mail Handlers allowed off during the choice vacation period will be (1) or twenty (20) percent, which ever is greater.

ITEM I

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

1. Supervisors will give out the initial vacation sign up forms during the second week of December.
2. Mail Handlers shall submit the completed vacation sign up forms to their supervisor by the 2nd Friday of January.
3. Decisions concerning the initial vacation picks will be given by the first week in February.
1. A complete vacation schedule of all Mail Handlers will be posted on the employee bulletin board as soon as the schedule has been completed. Each Mail Handler will be notified his/her approved period.

ITEM J

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

Mail Handlers will be notified of the beginning of the new leave year by including the date of the initial vacation sign up forms which will be handed out by supervisors during the second week of December.

ITEM K

PROCEDURES FOR SUBMISSIONS OF APPLICATIONS OF ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIODS

1. The request for annual leave other than the choice vacation period will be submitted on PS Form 3971 no sooner than thirty (30) days prior to the requested date. These requests must be acted upon within three (3) working days (date of submission is the first day). If these requests are not acted upon within (3) working days by management, the requests will be considered granted.
2. When leave is offered by management for Mail Handlers to leave early, approval will be by strick seniority, by tour. When Mail handlers request to leave early, approval will be on a first come, first serve basis. Approval of such request is at the discretion of management and such requests will not be unreasonably denied.

ITEM L

WHERE "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

Overtime Desired lists in Article 8 of the National Agreement shall be by Station and Tour.

ITEM M

THE NUMBER OF LIGHT DUTY ASSIGNMENTS RESERVED FOR THE MAIL HANDLER CRAFT

1. Management will make every effort to accommodate employees who request Light Duty assignments, subject to medical limitations, duration and work available, in accordance with the National Agreement, Article 13.
2. The Union Steward will be consulted in reference to the above.

ITEM N

THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORKFORCE WILL BE ADVERSELY AFFECTED

1. No Light Duty assignment shall be created to the detriment of full time regular employees of the Mail Handler craft holding bid assignments.
2. Any requests for Light Duty must be fully supported by specific medical certification attesting to the need for such assignment.
3. All medical certification for Light Duty requests must contain specific limitations, (i.e. number of pounds to lift, length of time standing, sitting, and walking.)
4. Mail Handler craft employees shall be given priority in Light Duty assignments over other craft employees, for assignments involving Mail Handler craft work.
5. In accordance with the National Memorandum of Understanding, Light Duty Mail Handlers shall be eligible to work overtime, provided there are no medical restrictions on their hours of work and there is work within their limitations.
6. Light Duty Mail Handlers shall be eligible to bid to another position consistent with the requirements of the National Memorandum of Understanding on Light Duty bidding.
7. Management may assign Light Duty upon request of an employee without certification for periods of up to an eight (8) hour tour.

ITEM O

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY

The installation head determines the type of assignment, the area of assignment, and the hours of duty of all Light duty assignments made within the documented medical restrictions. The Union Steward will be consulted in reference to the above.

ITEM P

THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION

1. When it is proposed to permanently reassign employees deemed excess to the needs of a section entirely, the following shall apply;
 - a. For the purpose of this item, a section is defined as station and tour.

2. When it is necessary to abolish job bids (duty assignments) within a section, management will advise the Ranking Union Official, AVP, or other designated representative for input prior to abolishing the bid.
3. If the section opens again, and retreat rights are exercised, seniority will be the method used to bring the employees back to the section and /or assignment.
4. Mail Handlers reassigned out of a section retain retreat rights in the section where their position was abolished or excessed. Then retreat rights are to be exercised in accordance with the provisions of Article 12, Section 12.6C4c of the National Agreement.

ITEM Q

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

1. One (1) parking space at GPO shall be reserved for use by NPMHU officials. Additional parking spaces that become available will be the subject of consultation with all unions.
2. The provisions of Article 20 of the National Agreement will apply.

ITEM R

THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION PERIOD IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN

Annual leave approved to attend Union activities prior to the granting of choice vacation period will not be counted in the percentage provided for in Item H of the memorandum.

ITEM S

THE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES;

ARTICLE 12.3B5

ARTICLE 12.3C

ARTICLE 12.3E3e

ARTICLE 12.4

ARTICLE 12.6C4a

ARTICLE 13.3

ARTICLE 12.3B5

The determination of what constitutes a sufficient change of duties will be discussed with the Union prior to the change, any dispute shall be subject to the grievance procedure.

ARTICLE 12.3C

Unless otherwise specified here, bidding for duty assignments will be on an installation-wide basis. The installation shall be defined as the main post office, annex(s) and any stations/branches.

ARTICLE 12.3E3e

Normally, a Mail Handler shall work the duty assignment for which he/she has been designated the successful bidder. However, when a Mail Handler is moved off his/her duty assignment, the Mail Handler shall not be replaced by another employee. For temporary reassignments not covered by Article 25 of the National Agreement, the movement of Mail Handlers outside the bid assignment will be as follows:

1. Volunteers
2. All casuals performing Mail Handler work.
3. All other crafts performing Mail Handler work.
4. All Part Time Flexible Mail Handlers.
2. All Mail Handlers on overtime.
3. All Mail Handlers on change of tour who do not hold a bid on the tour.
4. All Part Time Regular Mail Handlers.
8. All Unassigned Full Time Regular Mail Handlers.
9. Full Time Regular Mail Handlers working their bid, section and schedule will be exceeded by juniority, reassignment back to their section will be by seniority.

ARTICLE 12.4

A section is defined as station and tour.

ARTICLE 12.6C4a

A section is defined as a station and tour.

ARTICLE 13.3

See ITEMS M, N, and O.

ITEM T

BIDDING

1. When a Full Time Regular (Or Part Time Regular) Mail Handler wishes to exercise his/her right to bid, they shall do so by filling out the designated bid application form.
2. When a Mail Handler fills out the designated bid application form, all instructions on the form must be followed, all submitted bid application must be signed by the employee.

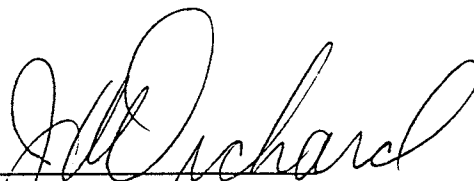
3. The Installation Head (or their designee) shall make the bid form available to any Mail Handler that is authorized to bid.
4. Mail Handlers may have a bid posting mailed if they are on leave, provided, they make their request for such mailing known to the Installation Head, in writing, prior to the posting. Mail Handlers may mail their bid applications forms if they are on leave, to their Installation Head at the installation address.
5. Mail Handler bids will be posted on the official bulletin board.
6. Copies of all Mail Handler bid notices and awards will be given to the Mail Handler Union.
7. All vacant or newly established craft duty assignments shall be posted for Mail Handlers eligible to bid within ten (10) days after a determination has been made that the position is not to be reverted. If a vacant duty assignment has not been posted within thirty (30) days, the installation head, or designee, shall advise the Union in writing the reason the positions are being withheld and the anticipated length of time such positions will remain vacant. If the vacant assignment is reverted, a notice will be posted within ten (10) days advising the action taken and the reasons thereof.
8. The union will be provided with a copy of any policy implemented, which affects the Mail Handler craft. The union will be provided with a copy of all disciplinary actions.
9. All updated seniority lists will be given to the union upon request.
10. The Holiday schedule will be posted by 12 noon of the Tuesday preceding the service week in which the Holiday falls. Any solicitation, if necessary, will be done before the Holiday schedule is posted.

**1998 – 2000
Local Memorandum of Understanding**

This Memorandum of Understanding is entered on this 1st day of JUNE, 1999, at the Far Rockaway Post Office, Far Rockaway, NY 11691-9998, between the representatives the United States Postal Service and the designated representative of the National Postal Mail Handlers Union, Local # 300, Pursuant to the Local Implementation Provisions of the 1998-2000 National Agreement.



For the USPS
Far Rockaway Post Office
Far Rockaway, NY 11691



For the NPMHU
Local #300
Far Rockaway, NY 11691