

This Memorandum of Understanding is entered into on NOVEMBER 14, 1978 at Hicksville, N.Y. 11802, between the representative of the United States Postal Service, and the Designated Agent of the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO Local 300, Hicksville Branch, pursuant to the Local Implementation Article of the 1978 National Agreement.

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

For the United States Postal Service
Sectional Center Manager/Postmaster
Hicksville Post Office

Administrative Vice President
Mail Handler Local No. 300
Hicksville Branch

ITEM I

WASH UP TIME

Mail Handlers will be allowed a wash up time of ten (10) minutes before lunch and 12 minutes at the end of tour. On overtime 12 minutes at end of overtime. Twenty (20) minutes wash up will be allowed for mail handlers working with toxic material.

ITEM II

WORK SCHEDULE

A work schedule shall be established where Full Time Regular Mail Handlers shall have fixed days of rest. Where a full time unassigned Regular Mail Handler remains in the same assignment, his/her days of rest schedule shall remain fixed. Days of rest for Regular employees will be kept consecutive.

ITEM III

EMERGENCY CONDITIONS

1. When emergency conditions exist, the Shop Steward will have the right to consult with Management to insure the Safety and Health of the employees.
2. The unit head will notify the Shop Steward when local authority has advised Management of local emergency conditions.

ITEM IV

1. Annual Leave - 15% of the Mail Handler force will be given annual leave during the prime time. 10% will be allowed during the rest of the leave year. Vacation picks will be in seniority order.

185 West John Street

260 and 160 Engineers Drive

Tour I
Tour II
Tour III

Tour I
Tour II
Tour III

2. Management and Labor will determine ratios of employees that will go on vacation in accordance with the above diagram. If a Mail Handler picks with one tour and bids off the tour, he will maintain his pick.

ITEM IV (Continued)

3. Picks will be conducted separately by tours at 185 West John Street, and by tours combined at 160 and 260 Engineers Drive.
4. If an employee uses all his annual leave prior to his scheduled vacation pick, he will not be permitted to go on leave in a LWOP (leave without pay) status except in extenuating circumstances which will be discussed with Organization and Management.
5. Should an employee cancel his vacation pick, the cancelled vacation will be posted, as soon as practicable, and no later than 3 days prior to start of vacation pick.

ITEM V

DURATION OF CHOICE VACATION PERIOD

Prime Time for vacation pick will be March 15th to November 15th.

ITEM VI

The beginning day of an employee's vacation pick shall coincide with either the basic work week or service week.

ITEM VII

Employees may select under either of the following options:

1. Fifteen (15) consecutive days.
2. One combination pick of five (5) and ten (10) days.

ITEM VIII

Jury Duty, Military Leave and attendance at National or State Conventions shall not be charged to the choice vacation period.

ITEM IX

Fifteen (15%) percent of the Mail Handler Compliment shall be allowed to pick vacation leave during the same week.

ITEM X

Official notice of vacation schedule approved for Mail Handlers shall be supplied by Management and posted on Postal Bulletin Boards no later than the last day in February.

ITEM XI

Notice to all employees as to the day the new leave year begins shall be posted on Official Bulletin Boards upon receipt of official notification.

ITEM XII

REQUESTS FOR LEAVE OTHER THAN CHOICE PERIOD

Requests for annual leave other than during the choice vacation period shall not be unreasonably denied.

Any PS 3971 forms which are disapproved will be accompanied by an explanation as to why such disapproval was necessary. All Form 3971's become a part of the official record, with copy to employee upon request.

Same day emergency annual leave requests shall be answered within two (2) hours of time employee makes request.

ITEM XIII

HOLIDAY LEAVE

1. First choice shall be full time and part time regular employees who have volunteered to work on their designated holiday or their designated holiday when such day is part of their Regular Work Schedule. These employees would be working at the straight time rate in accordance with Article XI, Section 4.
2. Casuals, even if overtime is necessary.
3. Part Time Flexibles, even if overtime is necessary.
4. All other full time and part time regular volunteers. In the case of such full time volunteers, if they are scheduled to work and it is what otherwise would be their non-scheduled work day, they will be guaranteed eight (8) hours at the overtime rate in accordance with Article VIII, Section 1 and Section 4.
5. Full time and part time Regulars who have not volunteered and who will be working on what would otherwise would be their non-scheduled work day. In the case of such full time employees, they will be guaranteed eight (8) hours at the overtime rate in accordance with Article VIII, Section 1 and Section 4.
6. All other full time and part time Regulars who have not volunteered, inverse seniority will be used.

ITEM XIV

1. Overtime desired list shall be on a rotating basis by tours and buildings.

ITEM XIV (Continued)

2. Days of rest overtime will be by tours and buildings. If an insufficient amount of Mail Handlers are available from one building, they may be drawn from the remaining buildings of the facility.
3. Required overtime will be announced over the loud-speaker on all Tours.
4. On Overtime - Other crafts shall not perform Mail Handler duties, unless no Mail Handlers are available. In event that all Mail Handlers on Tour that is calling overtime, are not needed - then the Mail Handlers required to remain will be picked by Tour Seniority on a rotating basis. Overtime will be administered in accordance with Section 5, Article VIII of the National Agreement.

ITEM XV

1. Light duty assignments shall be mutually agreed upon by Management and Administrative Vice President or Special Assistant after the employee has requested same.
2. A light duty assignment of an employee shall not exceed one (1) month after which Management will discuss the further light duty assignment of the Mail Handler with the Union, which would have to be mutually agreed upon.
3. In the case of permanent light duty assignments, Management will consult with Administrative Vice President or Special Assistance prior to the assignment.

ITEM XVI

Light duty assignments shall be determined by consultation between Administrative Vice President or Special Assistant and Management.

ITEM XVII

Each request for Light Duty Assignment shall first be evaluated with the object of keeping ill or injured employees on his tour, failing this, assignments will be made with In-Service needs, as necessary.

ITEM XVIII

In the event that employee's assignments are declared excess to the needs of a section, the employees shall be assigned to other sections by juniority. When the section is opened again, they shall go back by seniority according to need.

ITEM XIX

One parking space shall be set aside at 185 West John Street and 260 Engineers Drive for designated union official.

ITEM XX

Annual leave to attend National and State Conventions requested prior to the determination of the choice vacation schedule, is not to be part of the total choice vacation Plan.... One (1) designated agent from 260 Engineers Drive, and one (1) designated agent from 185 West John Street, Hicksville, New York.

ITEM XXI

Management approves the use of Room M-108 (185 West John Street) for Organization meetings when not interfering with Postal Operations. Organization shall submit request in writing to Postmaster for approval.

Also in pursuance with Article XLIII Section 6 of the National Agreement Administrative V.P./Chief Shop Steward, Local #300, and Shop Stewards on all tours to be given the use of telephone for legitimate business related to the administration of the National Agreement.

HOURS OF WORK

Employees must report at the time and days indicated in the job-bid. If the employee requests a temporary change in reporting time or days off, the request must be condoned and agreed to by the collective bargaining agent before submitting to Management for approval, and shall not exceed thirty (30) days.

The organization will be consulted if the employee requests additional time in excess of the thirty (30) days.

When the reporting tour starts, it will not displace the tour that is on duty, unless there is a Sub working a job that a Regular on the oncoming tour holds as a bid.

ITEM XXII

Regular Job Bids

1. Any job that constitutes an eight (8) hour Mail Handler duty shall be posted for bidding in accordance with Article 43, Section 2 of 1975-1978 National agreement. All new job bids will first be discussed with the Organization before posting.

ITEM XXII (Continued)

2. Labor Pool

Quarterly, the Union will survey the Labor Pool jobs and present to the Postmaster for his consideration, any job that is an eight (8) hour job in a particular work assignment area. The Postmaster will then discuss with his staff on the feasibility of posting this as a job bid. When the fact is established as to the functions of this assignment and that it does comprise eight (8) hours in a particular work assignment area, the job bid will be created and posted.

3. Details

When a Mail Handler works an eight (8) hour detail consistently for five (5) days, this detail shall then be created as a job bid and posted for bidding for the senior man of the Sectional Center. The Organization agrees to allow the detail to last for a maximum of ninety (90) days before it will be changed to a job bid or eliminated as a detail. Henceforth, any new details being created will be discussed with the Organization prior to its inception. All current details now in existence, will be created as job bids to be posted for bidding, if needed. Any detail held by a Mail Handler for more than one (1) year, who has a Foru 50 cut, will be awarded to the incumbent as a job bid. For the purpose of bidding, all new details will be awarded to the Senior man of the Tour and building where the detail exists.

4. Management will also supply the Organization a seniority list for all alternate sack sorter machine operators, Mark II cancelling machine operators and qualified forked lift operators.
5. A current seniority list will be provided by Management to the Organization, quarterly.
6. Management agrees to provide the Organization with three (3) sets of Seniority lists to post, where Mail Handlers perform their jobs, with one on the second floor at 185 West John Street, near the time clock.
7. On the last day of each month, Management and Labor will meet and after consultation, if it is determined that vacated job bids are needed, they shall be psoted in accordance with Article 22 - POD 53 - 3-9-68.
8. For bidding purposes, there will always be one seniority list for Mail Handlers regardless of how many buildings SCF Hicksville Operates from.
9. First consideration will be given, if possible, to the Mail Handler craft as alternate telephone operators.

ITEM XXII (Continued)

10. The designated agent of Local 300 - if he so chooses - shall be detailed to Tour II in order to properly conduct Labor/Management relations.
11. When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, the affected assignment shall be reposted. The change in work days shall not be effected until the job has been posted and awarded.

If the incumbent employee is unsuccessful, or does not bid, he shall become an unassigned regular and assigned at the discretion of Management.
12. When a permanent change in the starting time of a job bid exceeds one (1) hour, the incumbent will have the option of:
 - (a). Keep his bid with the new time change.
 - (b). Become an unassigned regular and remain on the same tour until the next posting of the job bid sheets. If the employee is unsuccessful or does not bid, he will then be assigned at the discretion of Management. If the incumbent declines the change of time, he will work the time changed until the next posting.