

Local Memorandum of Understanding 2000 - 2004

Article 30 Section A:

ADDITIONAL OR LONGER WASH-UP PERIODS:

1. Mail handlers will be allowed a wash-up time of ten (10) minutes before lunch and twelve (12) minutes at the end of the tour.
2. On Overtime, twelve (12) minutes at the end of overtime.
3. No mail handlers will be required to work during wash-up period, except in emergency situations, which are not expected to be of a recurring nature.

Article 30 Section B:

GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY SITUATIONS:

1. In the event that there is curtailment or termination of postal operations to conform to orders or advice of local authorities or as condition warrant because of emergency conditions, the following shall apply:
 - a: Consideration will be given to, but not limited to such acts of God as fire, civil disorder, flood, inclement weather such as, blizzards, snowstorms, and extremes in temperature, as well as tornado warnings and conditions.
 - b: In the event of bomb threats or scare, tornado warnings, riots and/or other emergencies of like nature, the following shall apply:
 - b1: Bomb Threats and Scare. All Mail handler bargaining unit employees will be evacuated from the premises until such time as appropriate authorities deem the facility safe.
 - b2: Tornado Warnings: All personnel will be moved to the safest part of the building under the guidelines of Tornado Procedure, handed down by and in accordance with the Federal Safety Program.
 - b3: Riots. No employee will be forced to work if civil disorder is in the area where s(he) resides.
2. Consideration shall also be given to, but not limited to the following environmental conditions within the buildings:
 - A: Building temperature and climate control, power failures, lack of water, sanitary and restroom facilities, asbestos removal or other situations of like nature.
 - B: Every effort will be made to inform the Branch President, if practicable, as to the closing of a building area due to deck resurfacing, painting or other situations of a

like nature. In the absence of the Branch President, every effort will be made to inform the tour steward of duty.

3. When local emergency conditions warrant wholesale closing of businesses and local industries, and if public transportation and/or highway and street passage is sharply curtailed, management will make every reasonable effort to disseminate information to the Mail handler craft employees regarding orders and advice or local authority or local conditions warrant, and to make announcements through television, radio and other media.

4. Management will make every reasonable effort to insure that inside temperature of a building is maintained in accordance with Maintenance Series Handbook MS-49 in effect, in 1990 and/or Federal Law.

5. Whenever emergency conditions exists as referenced above, the installation head shall give the greatest consideration to approval of administrative leave in accordance with ELM 519.1 et seq.

6. Whenever any of the above conditions exists, the ranking union official on duty will be notified and apprised of the situation.

Article 30 Section C:

FORMULATION OF LOCAL LEAVE PROGRAM:

1. Management will let off "as many mail handlers as possible" in each section on each tour on a first come basis, with all leave being approved / disapproved within forty-eight (48) hours. When requests are received within the same tour time frame, seniority will prevail.

2. Union officials on Union business, or attending conventions, will not be included in the item 1 (above) in determining and approving leave request.

3. All leave not approved or disapproved by Management within forty-eight (48) hours will automatically be granted. Incidental leave will be submitted on a Form 3971 in triplicate with carbons. One copy will be returned immediately to the employee with the supervisor's signature on it to signify receipt of Form 3971 only. When the leave requested is for less than one (1) week and for other than emergency situations, the Form 3971 will be submitted to the MDO no more than fifteen (15) working days in advance.

4. Any employee requesting and being approved for annual leave and is short of those hours to cover such approved leave, upon his / her return, shall not be subject to being charged without leave (AWOL) for the time not covered.

5. A Mail handler employee at his / her option may cancel leave at any time and may not be forced to take leave or the remainder of the leave.

6. If an employee cancels their vacation week more than fourteen (14) days prior to the start of that vacation week, the week shall be posted for the other mail handler craft employees. The senior mail handler bidding shall be awarded the vacant week,

providing they have sufficient annual leave to cover the request and have not already utilized the maximum annual leave allowed during the choice period. Refer to the National Agreement for anything canceled less than fourteen (14) days.

6 (a): Closed Vacation Weeks will be posted for bid upon the employees separation from the Postal Service, or transfer out of the installation of the successful bidder providing that the current complement would not increase the percentage of mail handlers off.

7. When practicable, upon cancellation of leave, Management will post vacated leave opportunities on the appropriate bulletin boards and will grant such leave to other employees if requested.

8. For choice vacation picks, employees will pick by seniority order from the first pay period after the New Year begins in January until February 15 of each year unless mutually extended or changed.

9. An employee subsequently bidding to another tour after the picks are made will keep his / her initial pick(s) if desired.

10. Picks will be conducted by tours at 185 West John Street, Maxess Road, winding Road and by tours at Mid Island Facility as demonstrated herein:

185 West John Street	185 West John Street	Mid Island Facility
Customer Service	Mail Processing	Mail Processing
Tour 1	Tour 1	Tour 1
Tour 2	Tour 2	Tour 2
Tour 3	Tour 3	Tour 3

11. For the purpose of mail handler craft employees allowed off during non-choice period see Article 30 Section H.

12. Same day request for annual leave will be responded too as expeditiously as possible from the date / time of submission.

13. All mail handlers who are detailed off their tour and/or station shall select their vacation pick (when commences) on the tour where their duty assignment / position originates. The employee will count toward the vacation percentages in his permanent section where he / she holds a bid.

Article 30 Section D:

THE DURATION OF CHOICE VACATION PERIOD:

1. The vacation period will commence on the first full pay period in May and will end the last full week in September. Plus the weeks that include President's Day, Easter Sunday, Columbus Day, Thanksgiving Day and the week between Christmas Day and

New Years Day.
Article 30 Section E:

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

1. Vacation period shall start on the first day of the employee's basic workweek. Exceptions may be granted by agreement among the employee, the union and the employer.

Article 30 Section F:

**WHETHER EMPLOYEE AT THEIR OPTION MAY REQUEST SELECTIONS DURING
THE CHOICE VACATION PERIOD IN UNITS OF 5 OR 10 DAYS OR 15 DAYS.**

1. Employees will pick choice vacation slots by seniority order in round under the following options; In accordance with the National Agreement:

A: In the first round of picks, employees may choose either one Fifteen (15) day pick or one (1) combination pick of Five (5) and Ten (10) days at the employee's option.

B: For each subsequent round of picks, employees may choose in increments of either one (1) Five (5) day pick or one (1) ten (10) day pick, if available.

2. An employee at his or her option may forgo a choice during any round of picks.

3. At any time, an employee may cancel a vacation choice. When practicable, Management will then make that choice available to other employees by posting the vacated choice on appropriate bulletin boards.

4. Requests for annual leave, throughout the year, other than choice vacation periods shall not be unreasonably denied.

5. Exceptions to the above provisions may be made by mutual consent of the parties.

6. Part-Time Flexible employees shall be included in vacation selection process by order of seniority.

Article 30 Section G:

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

1. Jury Duty, Military Leave and attendance at National, State or Regional Assemblies or meetings shall not be charged to choice vacation periods.

2. None of the above, nor an alternative vacation choice shall be counted against the percentage allotment of Mail handlers during a choice vacation period.

3. Employees serving on Jury Duty may, at their option, change their schedule in accordance with Employee and Labor Relations Manual, section 516.44.

Article 30 Section H:

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

1. The maximum number of employees off during the choice and non-choice vacation period on leave shall be:

15% - First full week in May through the last full week in September, plus Easter Week and Thanksgiving week;

12% - Weeks containing President's Day, Columbus Day, and the week between Christmas and New Years Day.

8% - During non-choice period (non-choice period is everything outside of choice period excluding December).

2. Management to the greatest extent possible, shall grant additional employees annual leave during this period.

3. Union officials on Union business leave code shall not be included in this percentage.

4. Vacation percentages (fractions) shall be rounded-up to the next whole number, e.g. (.5 and above go the next whole number).

Article 30 Section I:

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

Official notice of vacation schedule approved for Mail handlers shall be supplied by management, with two (2) copies to the Branch President, and posted on Postal Bulletin Boards no later than the last day in February.

Article 30 Section J:

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

1. 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. A copy to be furnished to the Union.

Article 30 Section K:

THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD:

1. Requests for annual leave, throughout the year, shall not be unreasonably denied and will be in accordance with item C.
2. All leave requests not acted upon by Management within forty-eight (48) hours shall be considered automatically granted.
3. Employees are not barred from making request for increments of five (5) days or less including parts of individual workdays.

Article 30 Section L:

WHETHER OVERTIME DESIRED LIST IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR:

1A. The Overtime Desired List shall be established by tour and buildings in the following manner:

- a: Non-Scheduled (Extra-Day) list
- b: Before Tour List
- c: After Tour List

1B: Tour and Building is defined as follows: 185 West John Street, Maxess Road, Winding Road and Mid Island Facility.

185 West John Street	185 West John Street	Mid Island Facility
Customer Service	Mail Processing	Mail Processing
Tour 1	Tour 1	Tour 1
Tour 2	Tour 2	Tour 2
Tour 3	Tour 3	Tour 3

2. Overtime Desired List shall be on a rotating basis by seniority order with employees signing up in accordance with the provisions set forth under Article 8.5A of the National Agreement.
3. Employees may remove their name from any of the Overtime Desired List at any time during the quarterly period.
4. The Branch President shall be provided with two (2) copies of the Overtime desired Lists on a quarterly basis.
5. In those instances when all employees on the OTDL for a tour are not needed, the immediate supervisor shall honor an employee's request to be passed over providing if in complying with this request, the list is exhausted or a sufficient number of

workers' obtained. If a sufficient number of workers' is not obtained, then the immediate supervisor will assign overtime to those on the volunteer list in order of juniority, after full compliance with the provisions of Article 8 of the National Agreement are met.

6. Mail handler craft overtime work may not be given to other craft employees.

7. Exceptions may be granted upon permission of the ranking Union Official.

8. Day of Rest Overtime will be by tours and buildings. If an insufficient amount of Mail handlers is available from one building, they may be drawn from the remaining buildings of the facility.

9. Required / Voluntary overtime will be announced over the Loud speaker on all tours. Every attempt will be made to notify in advance, if known, prior to the employee's lunch period and/or one (1) hour before end of tour. It is understood, however that special circumstances (not of a recurring nature) may arise in which, it is impossible to notify employees within these time limits and that at times the need of the Service shall be met.

10. Due to different or staggered begin tours, Mail handlers who would have clocked-off (ET) shall not be precluded from working overtime (end of tour) in the event an employee is working overtime and is not on the overtime desired list. The employee at his option shall assume the remaining portion of the overtime or continue to exit the tour.

11. An employee on the OTDL, who bids or is reassigned to another tour or building will notify management, in writing that he or she wishes to be placed on the OTDL within four (4) working days of his or her arrival on the tour / building. Management will honor the employee's request.

12. An employee on the OTDL who changes bids on the same tour will remain on the OTDL.

Article 30 Section M:

THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS:

1. Any ill or injured employee will be given consideration for light duty work when the need arises. Every reasonable effort shall be made to provide light duty work within the guidelines set forth by the employee's physician or other medical practitioner as long as such work does not displace or is not to the detriment of a full time career regular mail handler properly holding a bid position within a duty assignment and is consistent with good business practices.

2. Every effort shall be made to keep the employee on his or her own tour of duty and hours of work with the same days of rest. Days of rest for light duty will not be unilaterally changed.

3. Consistent with management's obligation under Article 13 of the National Agreement, if no light duty is available within the mail handler craft, every effort shall be made to assign the employee requesting light duty in other crafts.
4. Request for light duty will be made to the Manager Distribution Operations.
5. When it has been established that an employee has been placed in a permanent Light Duty status and cannot perform his or her bid assignment, the job shall be posted in accordance with current procedures. Management shall then consult with the local Union prior to the reassignment of the permanent Light Duty employee and it will be mutually determined as to the feasibility of leaving the employee on his / her tour as long as said assignment has no adverse affect on service needs until he / she has an opportunity to bid a job.
6. The Union shall be furnished with copies of all Light / Limited Duty correspondence every AP.
7. It is understood that an employee is not on Light Duty status when their only restriction is that they cannot work more than eight (8) hours per day.
8. All employees who have been approved for light duty will provide updated medical documentation as needed. When an employee returns to full duty they will provide medical documentation indicating they no longer have any medical restrictions.
9. Employees from other crafts will not be assigned light duty in the mailhandler craft that would be to the detriment of mailhandler craft light duty employees.

Article 30 Section N:

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

1. No career full time regular will be displaced or adversely affected by a light duty assignment.
2. Requests for light duty assignment must be accompanied by medical, dental, optical, or chiropractic documentation from a physician, chiropractor or other certified medical practitioner. Management may assign light duty upon request of an employee without certification for periods of less than an eight hour tour or until such documentation arrives if it is on the way.

Article 30 Section O:

IDENTIFICATION OF ASSIGNMENT THAT ARE TO BE CONSIDERED LIGHT DUTY:

1. Generally, light duty will entail, but not limited to a reduction in the amount of weight lifted, reduced bending, stooping, pushing, pulling, walking, standing or other modification of the range of movement normally required and as specified and documented in Section N.2 above.

2. The mutual determination of whether or not Light Duty is available will be an individual determination by local management taking into consideration the following points:

a: Every reasonable effort will be made to assign employees requesting light duty functions, as long as such work is available to be performed and such assignment in no way displaces or is to the detriment of a full time regular mail handler holding a bid position.

b: The employee's type of disability and expected duration of disability will be considered in determining whether or not available Light Duty Mail handler work is available.

3. 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 or her limitations in accordance with the National MOU in effect.

Article 30 Section P:

IDENTIFICATION OF ASSIGNMENT COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEED OF A SECTION:

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

2. In accordance with operational needs, any duty assignment abolished / reverted shall be conducted in juniority order, leaving the senior duty assignment holders, if any.

3. For temporary excessing of employees from a section, employees will be excessed in juniority order. If and when the section reopens, employees will be returned by seniority order.

4. When the reporting tour starts, it will not displace the tour that is on duty, unless there is a part-time flexible / casual working a job that a full time regular on the oncoming tour holds as a bid.

Article 30 Section Q:

THE ASSIGNMENT OF EMPLOYEES PARKING SPACES:

1. Management shall make a reasonable effort to provide adequate parking to Mail handler craft employees on a first come basis. No spaces will be reserved for bargaining unit employees except for handicapped parking which will be appropriately designated by an above ground sign and blue paint designations on the pavement.

2. Reasonable effort will be made to provide parking for the ranking Union official at the 185 West John Street Facility.

(a): The Hicksville Post Office at 185 West John Street will provide one parking space for the Union within the yard area.

3. Should adequate parking become a problem, the Union shall be appraised.

Article 30 Section 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 officials to attend union activities shall not be charged against the choice vacation periods.

Article 30 Section S:

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS IN THE FOLLOWING ARTICLES:

1. In accordance with the provisions set forth in Article 12.3B5, in order to cause a duty assignment to be re-posted due to a change in duties or principle assignment area, the duty assignment must be changed to another building or the specific duties would have to change by at least fifty (50) percent after consultation between the Branch President or ranking Union Official / Representative and the Installation Head / Designee.

2. A change or re-posting of a duty assignment will be made only after consultation with the Branch President or other ranking Union Official or Representative.

3. In accordance with the provisions set forth in Article 12.3C, posting and bidding for preferred duty assignments shall be installation wide.

4. Employees awarded a new bid (duty assignment) in the same or higher level shall be given every opportunity to qualify for the new duties if necessary.

5. In accordance with the provisions set forth in Article 12.3E3e those employees subject to excessing from a section and not covered by Article 25 shall be as follows, after casual employees, employees from other crafts, and PTF's.

a: The order of movement from a section will be by juniority. When more than one employee is being excessed simultaneously or the whole section is being excessed simultaneously, and there is more than one section that will be gaining the excessed employees, those employees shall be given the choice of which section they will choose to work by seniority order.

b: When the section as described in (a) above reopens, the recall to the section of previously excessed employees shall be by seniority order.

6. Sections per tour will be defined for reassignment as follows:

(a): Old Bethpage; (b): Plainview; (c): Maxess Road (d): Winding Road; (e): 185 West John Street

(1): Customer Service (A): Hicksville Carrier Section Belts. (B): Jericho Carrier Section.

(2): Mail Processing (A): Platforms; (B): Saw-Tooth and Sack Sorter; (C): Second Floor.

(f): Mid Island PDC Facility:

(1): Platform – East Deck; (2): Platform – South Deck; (3): Automated Bullpens/Clean Room; (4): Linear Sorter; (5): SPBS; (6): FSM; (7): 010/AFC; (8): Manual; (9): Belts; (10): Robot (RCS)

7. In accordance with the provisions set forth in Article 13.3, light duty assignments shall be determined by consultation with the Union.

Article 30 Section T:

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENT AND POSTING:

Posting of Duty Assignment:

1. The Branch President shall be notified of when any and all vacancies exist in the Mail handler duty assignments and be given prior notice to review all vacant and newly created positions.

2. When it is proposed to revert or abolish any duty assignment, the Branch President or designee shall be apprised of this intent in advance.

3. No employee will hold a "utility or labor pool" duty assignment. Utility and/or Labor Pool duty assignment is defined as multiple functions (more than 1) unrelated to the primary bid assignment.

4. All duty assignments posted for bidding shall contain a specific description of assigned duties in addition to other information as set forth for bidding in Article 12.3D.

5. All employees shall have a fixed basic workweek schedule. Every reasonable effort shall be made by local management to maximize the number of assignments wherein the rest days for Mail handler employees are consecutive.

Seniority:

1. Management shall provide the Union with three (3) copies of the Mail handler seniority lists on a monthly basis or whenever requested. This includes copies of job lists.
2. Overtime Desired Lists will be administered on a rotating basis by seniority on each specific tour of duty.
3. When it is proposed to voluntarily or involuntarily place employees from another craft into the Mail handler bargaining unit, it shall be done in accordance with the provisions of Article 12.2F1 and 2.G3 of the National Agreement. No Mail handler shall lose craft seniority in those circumstances.
4. All vacation picks will be made in rotating rounds on the basis of seniority.
5. For bidding purposes, there will be one (1) seniority list for Mail handlers regardless of how many buildings Mid Island P&D Center operates from.
6. Employees shall be notified of any vacancies if they provide a self-addressed envelope to the Tour Superintendent or his designee for use in sending notification. Upon receipt of notification, employees shall submit their bids to the address indicated on the bid application.
7. Full time Mail handler employees shall have preference before casual employees for duties within a section.

8. Details:

(a): Any and all temporary details not for the personal convenience of an employee in excess of ten (10) working days will be posted for bid among Full Time Regular mail handlers utilizing a simplified posting procedure and awarded to the senior qualified Full Time Regular Mail handler in the Hicksville and Mid Island Facilities. It is understood that Section 434.622(h) of the ELM shall apply.

(b): When, in fact, details in excess of ten (10) work days are to be utilized, the Mail handler Branch President is to be advised. It is further agreed that whenever a temporary detail exists for ninety (90) or more days, the local Union will be advised of local management's long term intentions taking into consideration whether or not justification exists to create a full time regular assignment which would be posted for bid at the Mid Island P&D Center and the Hicksville NY Post Office.

Reassignments:

1. No Mail handler 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 Mail handler having been temporarily excessed from his / her duty assignment.
3. When it is determined that employees will be temporarily excessed from a section and reassigned to another section or sections, the excessing shall be made in juniority order.

4. When more than one employee is being excessed from a section and the reassignments are being made to more than one section, those employees being reassigned shall have the option of choosing the section of reassignment on the basis of seniority.

5. The designated agent of the Mail handlers Union (BP) upon request may be detailed to tour 2 in order to properly conduct Labor / Management relations. This agent will be provided a change of schedule to include rest days.

This Memorandum of Understanding is entered into on January 2003 at Mid Island P&D Center, Melville New York, between the Representatives of the United States Postal Service, and the designated agent of the National Postal Mail handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the local Implementation Article of the 2000 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

**Dominic Bratta Plant Manager
United States Postal Service**

**Robert A. Lussos, Branch President
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