

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE
HUNTINGTON STATION, NEW YORK 11746

AND

NATIONAL POSTAL MAIL HANDLERS UNION
HUNTINGTON STATION, NEW YORK BRANCH - LOCAL 300

1990 - 1993

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ARTICLE 30 - LOCAL IMPLEMENTATION

SECTION A - ADDITIONAL OR LONGER WASH-UP PERIODS

1. Appropriate wash-up time shall be granted to Mail Handler employees, guaranteed at five (5) minutes before lunch and at the end of the tour, or more if determined by the supervisor.

SECTION B - GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO THE ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

1. When emergency conditions exist, the Shop Steward will have the right to consult with management to ensure 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.

3. Full consideration will be given in these emergent conditions under 519 et. seq. of the Employee and Labor Relations Manual.

SECTION C - FORMULATION OF LOCAL LEAVE PROGRAM

1. Vacations chosen during the choice periods shall not be given up unless mutually agreed to by the Union and Management for reasons of an emergent nature. A request to relinquish a vacation pick must be presented at least two (2) weeks prior to the beginning date of the vacation. Vacated vacations shall be posted for bid starting with those employees junior to the original bidder.

2. Every employee shall be granted a vacation during the choice period unless (s)he does not desire to pick a choice vacation. Leave Without Pay during this period will be subject to the provisions in the Employee and Labor Relations Manual and consultation between the Union and Management.

3. Any employee excused or transferred into this office, shall have their previous vacation picks honored. It will be Management's responsibility to verify these picks.

SECTION C (Continued)

4. Bidding for the choice vacation period shall begin during the first week of January and shall be completed within ten (10) days. The completed vacation schedule must be posted no later than ten (10) days after the schedule is completed.

5. The Union will designate an employee responsible for completing vacation schedules and submitting schedules to Management. Management will review for compliance with the National and Local Agreements.

6. Vacation picks will be granted by seniority in accordance with the groups outlined hereafter in Section II.

7. No employee will be permitted to make vacation picks in excess of the annual leave available to that employee in that year.

SECTION D - THE DURATION OF THE CHOICE VACATION PERIOD

1. The choice vacation period shall be from April 15th through September 15th plus Easter week. This is understood to mean the week that includes those dates stipulated above.

SECTION E - THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

1. The beginning day of an employee's vacation will be Monday and will end on Sunday.

SECTION F - WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE OR TEN DAYS

1. Employees, may at their option, request two (2) selections during the choice period in units of either five (5) or ten (10) days not to exceed a total of fifteen (15) days in the choice vacation period.

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 State or National Conventions and any time required for Union activity shall not be charged to the choice vacation period. This is limited to one (1) Union Official.

2. Employees selected for Jury Duty and those rendering Military Services have the option to submit a change of schedule for the duration of said services if their regular non-scheduled days are inconsistent with the required service of Jury Duty and Military Service.

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

1. All annual leave will be granted on a seniority basis in groups. The number of employees during choice periods shall be as follows:

Tour I.....One (1)
Tour II.....One (1) from either 5:00 a.m or 10:00 a.m.

The number of employees off outside of the choice vacation period shall be as follows:

Tour I.....One (1)
Tour II.....One (1) from either 5:00 a.m. or 10:00 a.m.

2. If a change in the present situation (i.e., the number of Mail Handlers) should occur, the Union and Management will discuss the issue.

SECTION I - THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

1. The approved vacation schedule will be posted and a copy shall be given to each Steward. This will constitute notification to the employees of their approved vacation schedule.

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

1. A notice shall be posted no later than November 1st of each year on the bulletin board indicating the beginning date of the new leave year. Each Steward shall also be provided with a copy of this notice.

SECTION K - THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

1. Annual leave of four (4) days or less shall be submitted no earlier than thirty (30) days in advance and not later than forth-eight hours and shall be acted upon forth-eight (48) hours after the 3971 form has been submitted to the immediate supervisor. Where Management has determined that they cannot spare all employees requesting such leave, the ones approved shall be on a seniority basis. The reason for denial must be in writing.

2. Management will grant a reasonable amount of leave to an employee in the event of a death in the employee's immediate family (eg., spouse, child, mother, father, brother, sister, grandparent and mother and fathers-in-law).

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

1. The overtime desired list will be by tours.

2. The overtime desired list will be in order of seniority.

3. Employees will be notified thirty (30) days in advance prior to each calendar quarter to submit their names if desired and will do so two weeks before the beginning of the beginning of the calendar quarter.

4. There shall be two (2) overtime desired lists for each group described in Section H. One will be for non-scheduled days and one for overtime work before and after tour. Employees shall have the option of signing either or both lists. Employees shall also have the option of not signing either list.

SECTION L - (Continued)

5. Notice of overtime shall be given at least one (1) hour prior to the end of an employees tour of duty. Employees will be allowed to use the public phones for the purpose of notifying their homes.

6. Employees will be advised at least one day in advance that they will be required in on their non-scheduled day.

7. No Full Time Regular employee that is not on an overtime desired list will be forced to work overtime unless all Part-time Flexibles and casuals have been employed first, in their respective crafts.

8. If an emergency situation develops and Management must order overtime, Management must discuss the emergency with the Union prior to taking action. An emergency shall be defined as something that was not foreseen and that is non-recurring in nature.

9. Employees will not be required to perform overtime on their birthdays, or due to unforeseen personal emergency.

10. For overtime desired list purposes, when an employee moves from one tour to another, his/her name will be moved from one list and added to the appropriate list.

SECTION M - THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT

1. Requests for light duty will be made to the Installation Head or his/her Designee. If there is a Designee, all employees shall be notified of whom the Designee is for the respective tour.

2. When the need arises, light duty assignment shall be mutually agreed upon by Management and the Shop Steward after the employee has requested the same.

3. 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, unless the injury is of such a nature to prevent same.

SECTION 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. No Career Full-time Regular employee will be displaced or adversely affected by a light duty assignment.

2. Light duty assignments will necessitate medical, dental, optical or chiropractic documentation from a physician, chiropractor or other 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.

SECTION O - THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY.

1. Generally, light duty will entail, but is 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 N2 above.

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, chiropractic or other certification:

- a. Sweeping of letter and flat cases
- b. Mail prep for dispatch
- c. Collection of mail from letter drops
- d. Hand stamping
- e. Cancellation of mail
- f. Loading mail on ledges
- g. Laying out carrier mail
- h. All or any combination of the above
- i. Other work not limited to the above

3. Light duty assignments will be made available to all career employees even if it reduces the number of casual hours.

4. Light duty employees shall be eligible to bid to another position as set forth in the National Memoranda of Understanding in effect.

SECTION 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

1. For purposes of this Item, Sections will be defined as the existing Tours in the office.

SECTION Q - THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

1. All employees will be permitted to park in designated areas on a first come - first served basis.
2. Management shall make every reasonable effort to continue to provide lighting and security for employee's vehicles while they are on duty. The Union agrees to assist Management with this Item. It is understood that Management will not assume liability for damage to an employee's vehicle.

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 or Leave Without Pay to participate in Union activities shall not be considered part of the choice vacation period, nor will it affect established quotas for the choice vacation period. Limit of one (1) employee.

SECTION S - THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES:

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 change in duties or principal assignment area, the duty assignment must be changed to another building or there must be a change in days of rest.
2. A change or reposting of a duty assignment will be made only after concurrence of the ranking Union official or representative.
3. In accordance with the provisions set forth in Article 12, Section .3C, posting and bidding for preferred duty assignments shall be installation-wide.

SECTION S - (Continued)

4. In accordance with the provisions set forth in Article 12, Section .3E3e, those employees subject to excessing from a section and not covered by Article 25, shall be as follows: casuals and PTF's, then juniority order amongst the Regulars.

5. In accordance with the provisions set forth in Article 12, Section .4, a Section is defined as a job, position or duty assignment in an area, wherein the duties are integrated and of the same type of work. Eg., Outgoing platform, Incoming platform.

SECTION T - LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

POSTING OF DUTY ASSIGNMENTS

1. The ranking Union Official or Representative shall be notified of when any and all vacancies exist in Mail Handler duty assignments and will 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 ranking Union Official or Representative shall be apprised of this intent in advance.

3. Daily preferred duty assignments shall be filled on a seniority basis within the duty assignment area.

SENIORITY

1. Management shall provide the Union with three (3) copies of the Mail Handler seniority lists on a quarterly basis or whenever requested. This includes copies of jobs lists.

2. All duty assignments shall be awarded on the basis of craft seniority.

3. Overtime Desired Lists will be administered on a rotating basis by seniority on each specific tour.

SECTION I - SENIORITY (Continued)

5. When it is proposed to voluntarily or involuntarily place employees from another craft into the Mail Handler bargaining unit, those employees from the other crafts shall be placed at the foot of the Part-time Flexible seniority list, or if all Mail Handler Part-time Flexibles are converted to Career Full-time Regular status, the employees from the other crafts then may go to the foot of the Career Full-time Regular seniority list. No Mail Handler shall lose seniority in those circumstances.

REASSIGNMENTS

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

MISCELLANEOUS

1. Management and the Union will answer correspondence from the other party within a reasonable period of time from the receipt to said correspondence.
2. Stewards and employees shall be given at least three (3) days notice in writing of any general locker inspection. The Steward shall have the option of accompanying Management during the inspection at the employee's request.
3. Management will have on hand an adequate supply of gloves for Mail Handlers at all times.
4. Lockers will be provided for all employees in the installation. Management will provide a locking bulletin board and locker for Mail Handler Union use only. (Subject to availability).
5. Management shall provide the Union with copies of all disciplinary actions pertaining to employees in the covered crafts of Amalgamated Local 300.

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MISCELLANEOUS - (Continued)

6. Employees on Annual Leave/Military Leave/Court Duty or extended Sick Leave will be sent a copy of any job bids posted by ordinary mail.
7. Management shall provide the Union and post an updated seniority list on a quarterly basis. Management shall also provide the Union with copies of all Job Bids and the results of all postings.
8. Before Management changes a fixed basic work week schedule, starting time, duties, principle assignment area, or scheme requirement if it affects Mail Handlers, they shall discuss the proposed change with the Union.
9. Any change in starting time of more than one (1) hour must be posted for bid. No employee shall be permitted to displace or bump another employee from his/her position or duty assignment.
10. If a vacant duty assignment is reverted, a copy of the notice advising of the action taken and the reason thereof, shall be furnished to the Union.
11. Adequate, appropriate and secure Union work space or a room if possible will be provided for the Union's use for grievance processing, collective bargaining and meetings. An in house telephone shall also be provided.
12. Management shall supply the Union with all seniority lists, including jobs lists, time records and other information deemed necessary by the Union for collective bargaining.
13. Management will supply appropriate bulletin boards under glass, for use by the Union.
14. The method of determining the employees who work the holiday will be in accordance with the text of the National Agreement.

MEMORANDA OF UNDERSTANDING FOR LOCAL 300

This Memoranda of Understanding is entered into on June 14, 1991 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 Article 30 of the 1990 National Agreement. This Memoranda of Understanding constitutes the entire agreement on matters relating to local conditions of employment:

FOR: Thomas G. LaRocca Postmaster
United States Postal Service

FOR: Lawrence Hill New York State Exec Bd. Member
National Postal Mail Handlers Union