

MEMORANDUM OF UNDERSTANDING

BETWEEN

AIR MAIL FACILITY, JFK, N. Y. 11430

AND

**NATIONAL POST OFFICE MAIL HANDLERS,
WATCHMEN, MESSENGERS, AND GROUP
LEADERS DIVISION OF THE LABORERS
INTERNATIONAL UNION OF NORTH AMERICA,
AFL-CIO LOCAL 300.**

NOVEMBER, 1978

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ARTICLE VIII

ITEM 1 - WORK WEEK

Full Time Mail Handler employees shall be assigned to work schedules consisting of five (5) days, eight (8) hours per day within nine (9) consecutive hours, with fixed days off.

ITEM 2 - OVERTIME

- a) The Overtime Desired List will be established by tour within their specific building; each building to be a separate work location.
- b) If overtime is needed in another building, employees with the needed skills may VOLUNTEER to perform service.
- c) Each Shop Steward shall be provided with a copy of the Overtime Desired List established on his/her tour of duty and specific building.
- d) Every effort will be made to keep Mail Handler overtime on a reasonably equitable basis, consistent with the needs of the Service. It is understood that employees from other crafts will not be used to perform M/H duties unless all Mail Handlers (including PTFS Mail Handlers) have been afforded the opportunity (installation-wide, if necessary) to remain for overtime beyond their normal eight hour tour. Employees on the Overtime Desired List will be afforded the first opportunity for any overtime.
- e) Overtime should be called as far in advance as is practicable. Normally it should be called at least thirty (3) minutes prior to the end of the tour.

ITEM 3 - WASH-UP TIME

Employees will be granted seven (7) minute wash-up time for lunch and five (5) minutes at the end of the tour. In certain cases, Supervisors may extend the wash-up period to employees when necessary for a minimum of seven (7) minutes total wash-up period.

Mail Handler employees who are assigned from indoor duties to outdoor duties, or vice versa, shall have reasonable time to change clothing during cold or wet climatic conditions.

ARTICLE X - LEAVE

ITEM 1 - VACATION PROGRAM FORMULATION

Management will meet with the Administrative V. P./Chief Shop Steward and/or his designee of Local #300 during the month of January for the purpose of:

- a) Determining the number of Mail Handlers that will be allowed off during each week of the vacation period consistent with the needs of the Service.
- b) Establishing a date for the posting of vacation bids and a closing date for the closing of vacation bids.
- c) Bidding for vacations will be conducted by Building and Tour.
- d) Service Seniority shall prevail for vacation bidding purposes.
- e) Group Leaders will be included with Mail Handlers within each Tour.

ITEM 2 - DURATION OF THE CHOICE VACATION PERIOD

The duration of the choice vacation period shall be twenty (20) weeks.

ITEM 3 - DETERMINATION OF THE BEGINNING DAY OF EMPLOYEE'S VACATION PERIOD

Under normal circumstances, the employee vacation period shall start with the first day of the employee basic work week.

Mail Handlers may request Annual Leave during periods other than the choice vacation period. Full consideration will be given to the employee's request.

Request for Annual Leave by the Administrative Vice-President, Chief Steward, and/or his alternate to attend Union activities prior to the determination of the choice vacation period (Schedule) shall not be charged against the choice vacation period.

ITEM 4 - JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS

- a) Employees required to perform Jury Duty Service during weeks selected as their choice vacation period will not have this service charged against their choice vacation period. Employees will have priority to select whatever period is currently vacant. If no vacation period is vacant, Management will give every consideration to the employee's application for vacation leave.

ARTICLE X - LEAVE

ITEM 4 (cont'd)

- b) Request from designated officials of Local #300, domiciled at AMF Kennedy to attend National or State Conventions during the choice vacation period will not be charged against the choice vacation period.

ITEM 5

Mail Handler employees, at their option, may request two (2) selections during the choice vacation period, consisting of either five (5) or ten (10) days, consistent with the National Working Agreement, provided that they have sufficient annual leave to their credit.

ITEM 6

The Administrative Vice-President, his Assistant/Chief Shop Steward of Local #300, Air Mail Facility, JFK will be given one (1) copy of completed vacation schedule.

ITEM 7 - RELIGIOUS OBSERVANCE

Every effort will be made to allow employees to observe their religious obligations.

ITEM 8 - ADMINISTRATIVE LEAVE

Full consideration will be given to requests for Administrative Leave due to "Acts of God".

ARTICLE XI - HOLIDAYS

ITEM 1.

Management will review its holiday needs and make every effort to allow as many employees to be off as possible.

ITEM 2.

At least seven (7) days prior to the posting of the holiday schedule, Management shall make a posting on all tours requesting volunteers to work the holiday.

ITEM 3.

The method of selecting employees to work on a holiday shall be as follows:

- a) Casuals, even if overtime is necessary.
- b) Part-Time Flexibles, even if overtime is necessary.
- c) Full Time and Part Time Regular employees who have volunteered to work on the 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.
- d) 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 would otherwise 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.
- e) Full Time and Part Time Regulars who have not volunteered and who will be working on what would otherwise 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.
- f) All other Full Time and Part Time Regulars who have not volunteered, by Inverse Seniority and by rotation.

ARTICLE XII - SENIORITY, REASSIGNMENTS, POSTING

SENIORITY

- ITEM 1. Seniority list will be corrected and updated quarterly per Article XLII, Section 1 of the National Agreement.
- ITEM 2. Bid jobs to be filled by seniority. When qualification standards are listed, employee must meet the standards.

REASSIGNMENTS

- ITEM 1. Employees in other Crafts shall not be utilized for Mail Handler duties when Mail Handler employees are available.

POSTING

- ITEM 1. Vacant Mail Handler Bid Jobs for Full Time employees should be posted at least once per month. Mail Handler Bid Jobs shall be posted for ten (10) days. If all positions are not filled, Unassigned Full Time employees will be placed in the vacant assignments.
- ITEM 2. Mail Handler positions will list the principal working assignments. Within a section, whenever it becomes necessary to move an employee from one assignment to another, normally the junior employee shall be moved first. Henceforth, there will no longer be "utility" bids. The word "utility" will be deleted from all bid position descriptions as they become vacant.
- ITEM 3. In the event all positions are not filled on a Mail Handler Bid, positions will be filled by assigning Unassigned Full Time employees to the vacant positions, beginning with the Senior Unassigned Full Time employee.
- ITEM 4. No reversions of bid jobs will be made unless Management and Labor have met prior to the action for the purpose of discussion of the relevant factors.
- The two parties shall meet at least once every quarter to discuss the need for promotion to Full Time Regular status.

ITEM 5 - NEW POSITIONS

Management will advise Local 300 whenever new positions are assigned to the Mail Handler Craft at this Facility. Notification will be given as far in advance as possible.

ITEM 6 - PERSONNEL

When Part-Time employee, Mail Handler Craft, is promoted to Full-Time status, normally he shall remain on his present tour until the next posting of Bids. If all positions are not filled on the Bid, employee will be assigned to a vacant position. If there is more than one vacancy, his preference shall be considered.

ARTICLE XIII - LIGHT DUTY

ITEM 1.

Requests for light duty assignments shall be documented by medical or other administratively acceptable evidence.

ITEM 2.

Whenever employee is placed in a light duty status, copy of such action will be sent to Administrative Vice President, Local 300.

ITEM 3.

Employees assigned to Light Duty may perform service on the "Cut-Up" table or other Light Duty assignments that may be available.

ARTICLE XIV - SAFETY AND HEALTH

ITEM 1.

Whenever a Mail Handler is assigned to drive a Government vehicle and, upon conducting vehicle safety check, finds an unsafe condition, he shall complete Form 4565 to have deficiency corrected. If deficiency is a hazard to his person, employee may decline to use the vehicle.

ARTICLE XV - GRIEVANCE PROCEDURE

ITEM 1.

Any Mail Handler who has a grievance shall have the right to be present at the second step of the grievance procedure.

ARTICLE XVII - REPRESENTATION

ITEM 1.

Management and Local 300 shall hold a monthly Labor-Management meeting with the exception of December. Representatives from Management and Local 300 may attend. Christmas meeting will be held in accordance with Article XVII, Section 5 of the National Working Agreement.

ITEM 2.

Union-Management cooperation shall be a proper subject for discussion at local Labor-Management Committee meetings. Such discussion will include, but shall not be limited to, the subjects contained in Article XXXI "Union-Management Cooperation" of the National Working Agreement.

ARTICLE XX - PARKING

ITEM 1.

Management will designate one (1) parking space for Administrative Vice President, Local 300, AMF-JFK Branch at either Building 179 or Annex 2.

Parking spaces at other buildings which constitute Air Mail Facility, JFK will be made available for officers of Local 300 at request of Local 300, on official business.

ITEM 2.

Where available, every effort shall be made to provide parking for employees at Air Mail Facility, JFK.

ARTICLE XXV - HIGHER LEVEL ASSIGNMENTS

ITEM 1.

First consideration for Higher Level assignments will be given to those eligible, qualified and available employees within the section where the vacancy occurs.

ARTICLE XXX

ITEM 3 - CURTAILMENT OR TERMINATION OF OPERATIONS

Management will utilize the following guide lines to curtail or terminate Postal operations at Air Mail Facility, JFK upon receipt of official orders from an authorized official of local government whenever a situation arises that constitutes a hazard to this Facility (i. e., fire, flood, collapse of buildings, etc.).

- a) Management will review situation and transfer operations to other building(s) not affected.
- b) Management will review situation and reassign employees to other building(s) not affected.
- c) Tour Superintendent or General Supervisor will give consideration to relief or rotation of employees working under extreme conditions, where possible.

ITEM 18 - IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION

The following sections are hereby defined:

- a) Building
- b) Tour
- c) By assignment as follows by Building and Tour. Bldg. 179 - MV Deck, Inbound Containerization, Outbound Containerization, Hot-Spot, Chutes, Restricted Cage, Flight Deck, Equipment, EMS Deck.
- d) Annex 2 - MV Deck, Sealing/Tie-out (C-12), Dumping (Shakeout), Equipment, Cut-up Units.
- e) Annex 3 - Platform, Equipment, Navy Section, Army Section, Domestic/Air Parcel Post.
- f) LGA - MV Deck, Containerization.
- g) Bldg. 197 - MV Deck and all Sealing (A/O), Sealing (FGN), Equipment.

ITEM 22.

Whenever two or more Mail Handlers are moved off of their Bid Assignment, normally the senior Mail Handler should be given first consideration to return to his/her bid assignment.

ARTICLE XLII - MAIL HANDLER CRAFT

ITEM 1 - TELEPHONES

An employee shall be immediately notified whenever an incoming telephone call is received of an emergency nature.

ITEM 2 - TELEPHONES

Employee may request permission to use Public Telephone. Normally, request should be granted unless privilege is abused.

ITEM 3 - TELEPHONES

Union Officials and Stewards of Local 300 will be permitted to use the telephone for items relating to the administration of the National Agreement with the concurrence of the Manager in charge of the Building.

ITEM 4 - POSTING

Definition of a Section for bidding purposes.

For purposes of bidding identification, any Mail Handler Craft employee employed at this Facility may bid on any of the following Mail Handler Craft assignments as they become vacant and are posted:

- a) Parcel Post/Shakeout.
- b) Face up and Traying Letter Mail.
- c) Sealing (A/O, Fgn. P.P. and C-12 Sections).
- d) Loading and unloading mail to and from Airline containers under the Containerization Program.
- e) Loading and unloading mail to and from Postal Vehicles.
- f) Segregation, Sealing and dispatch of equipment (Sacks).
- g) Tug Operations.
- h) Unloading EMS and loading EMS to and from Postal Vehicles.

MISCELLANEOUS

ITEM 1.

When weather conditions dictate, foul weather equipment will be made available to Mail Handlers assigned to work at the "Monster Belt" at Bldg. 179, Containerization at Bldg. 179 and LaGuardia, and Mail Handlers assigned to outdoor duties at Bldg. 197.

It is the responsibility of the employee to render reasonable care to equipment while in his/her possession and return of the equipment after daily use.

ITEM 2.

All Mail Handlers have the right to refer matters they deem unhealthy and/or unsafe to the local Safety and Health Committee. The local Safety and Health Committee will investigate upon receiving a formal request from Local 300. Management will conduct a noise decibel test on the M.V. Deck at Bldg. 197.

ITEM 3.

No employee will be allowed to operate a gas or electric powered vehicle without a valid U. S. Government Operator's permit for the particular vehicle.

ITEM 4.

Consistent with the National Agreement, and under normal circumstances, applications for Annual Leave submitted on Form 3971 outside the choice Vacation period will be acted upon within 72 hours by Management. This in no way relieves the responsibility from the affected employee from ascertaining whether the application was approved or disapproved. This shall not bar requests for individual days or parts thereof from being submitted for approval on a day to day basis.

ITEM 5.

A copy of existing Mail Handler positions will be furnished to the Administrative V.P. and the Assistant Administrative V.P./Chief Shop Steward, Local 300. Copies of weekly Personnel Orders will also be furnished. The Union may maintain their records from the information.

ITEM 6.

Copies of the Postal Bulletin and the Regional Bulletin will be sent to the Administrative V.P. and the Assistant Administrative V.P./Chief Shop Steward, Local 300.

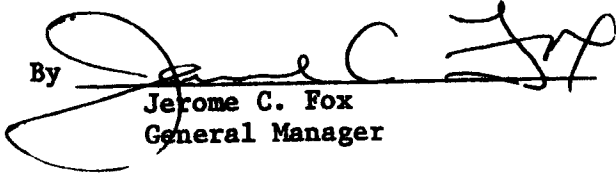
ITEM 7.

Mail Handlers may request thirty (30) day details, depending upon conditions, to other Tours, Buildings and/or L.O.D.'s.

This Memorandum of Understanding is entered on 12/29/78, at Air Mail Facility, JFK, N.Y. 11430, between the representatives of the United States Postal Service, and the designated agent of the National P. O. Mail Handlers, Watchmen, Messengers, and Group Leaders Division of the Laborers International Union of North America, AFL-CIO, LOCAL 300, pursuant to the Local Implementation Provision of the 1978 National Agreement.

AIR MAIL FACILITY, JFK, N.Y. 11430

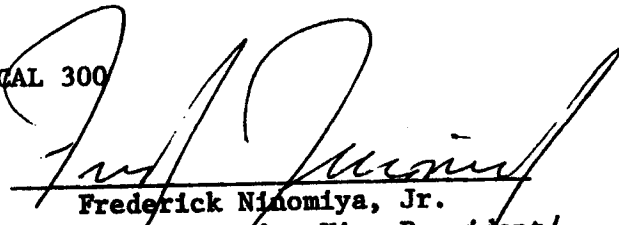
By


Jerome C. Fox
General Manager

12/29/78
Date

LOCAL 300

By


Frederick Ninomiya, Jr.
Administrative Vice President/
Chief Shop Steward

12/28/78
Date