

**LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NY INTERNATIONAL SERVICE CENTER,
JAMAICA, N.Y. 11430-9998**

**LOCAL 300 NY ISC BRANCH
NATIONAL POSTAL MAILHANDLERS UNION
DIVISION
LABORERS INTERNATIONAL UNION
OF NORTH AMERICA
AFL-CIO**

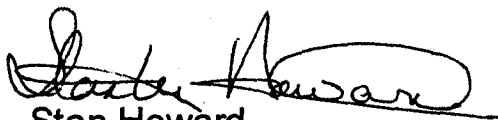
NOVEMBER 21, 2011–MAY 20, 2016

MEMORANDUM OF UNDERSTANDING FOR LOCAL 300

This Memorandum of Understanding is entered into on Oct 31, 2013 at ISC JFK, 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 2011 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.



Charles Conti
Plant Manager
ISC JFK



Stan Howard
Branch President
Local 300 NPMHU-LIUNA

TABLE OF CONTENTS

	Page	
Item A	Additional or Longer Wash-Up Periods	1
Item B	Guidelines for Curtailment or Termination Of Postal Operations to Conform to Orders Of Local Authorities or as Local Conditions Warrant Because of Emergency Conditions.	2-4
Item C	Formulation of Local Leave Program	5-8
Item D	The Duration of the Choice Vacation Period	9
Item E	The Determination of the Beginning Day of An Employee's Vacation Period	10
Item F	Whether Employees at Their Option May Request Two Selections During the Choice Vacation Period in Units of Either 5 or 10 Days	11-12
Item G	Whether Jury Duty and Attendance at National or State Conventions Shall be Charged to the Choice Vacation Period	13
Item H	Determination of the Maximum Percentage of Employees who Shall Receive Leave Each Week During the Choice Vacation Period	14-15
Item I	The Issuance of Official Notices to Each Employee of the Vacation Schedule Approved for Such Employee	16
Item J	Determination of the Date and Means of Notifying Employees of the Beginning of the New Leave Year	17
Item K	The Procedures for Submission of Applications for Annual Leave During Other Than Choice Vacation Period	18-19
Item L	Whether "Overtime Desired" Lists in Article 8 Shall Be By Section and/or Tour	20-23
Item M	The Number of Light Duty Assignments to be Reserved for Temporary or Permanent Light Duty Assignments	24

Item N	The Method to be Used in Reserving Light Duty Assignments That No Regularly Assigned Member of the Regular Work Force Will be Adversely Affected	25
Item O	The Identification of Assignments That Are To Be Considered Light Duty	26
Item P	The Identification of Assignments Comprising a Section, When It is Proposed to Reassign Within an Installation Employers Excess to the Needs of a Section	27
Item Q	The Assignment of Employee Parking Spaces	28
Item R	The Determination as to Whether Annual Leave to Attend Union Activities Requested Prior to Determination of the Choice Vacation Schedule is to be 1 art of the Total Choice Vacation Plan	29
Item S	The Items Which Are Subject to Local Negotiations as Provided in the Following Articles	30-33
Item T	Local Implementation of this Agreement Relating to Seniority, Reassignment and Posting	34-36
	Principles of Posting	37
	Items to be Provided the Branch President, Local 300, AMC-JFK	38
	Miscellaneous	39

ITEM A

ADDITIONAL OR LONGER WASH-UP PERIODS

1. EMPLOYEES WILL BE GRANTED TEN (10) MINUTE WASH-UP TIME FOR LUNCH AND SEVEN (7) 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 TEN (10) MINUTES TOTAL WASH-UP PERIOD.

2. 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 CLIMATE CONDITIONS.

3. MAIL HANDLERS WHO PERFORM EXCEPTIONALLY DIRTY WORK WITH TOXIC MATERIALS MAY USE ADDITIONAL WASH-UP TIME AS NEEDED.

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. THE DETERMINATION AS TO THE NEEDS FOR THE CURTAILMENT AND/OR TERMINATION OF POSTAL OPERATIONS AT NY ISC-JFK, IN ORDER TO CONFORM TO ORDERS OF LOCAL AUTHORITIES, AND/OR AS LOCAL CONDITIONS WARRANT, AND GIVING CONSIDERATION TO THE HISTORIC MOVEMENT OF THE MAIL IN ALL CONDITIONS, WILL BE MADE BY THE PLANT MANAGER, NY ISC-JFK OR DESIGNEE.

2. SHOULD THE EMERGENCY CONDITIONS WARRANT WHOLESALE CLOSING OF LOCAL BUSINESS, SCHOOLS, AND INDUSTRY, THEN ANY POSTAL EMPLOYEE IN THOSE AREAS AFFECTED MAY SUBMIT TO THE PLANT MANAGER, OR DESIGNEE, AN APPLICATION FOR ADMINISTRATIVE LEAVE. IT WILL BE THE PLANT MANAGER'S, OR DESIGNEE'S, RESPONSIBILITY TO ACCEPT THE APPLICATION AND THEREAFTER DETERMINE THE APPROPRIATE LEAVE TO BE CHARGED TO EACH EMPLOYEE ON AN INDIVIDUAL BASIS WITH CONSIDERATION TO RESIDENCE AND AVAILABILITY OF TRANSPORTATION TO WORK.

A. IN THE EVENT THAT THERE IS CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM WITH ORDERS OR ADVICE OF LOCAL AUTHORITIES OR AS CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS, THE FOLLOWING SHALL APPLY:

1) CONSIDERATION WILL BE GIVEN TO, BUT SHALL NOT BE LIMITED TO, SUCH ACTS OF GOD AS FIRE, CIVIL DISORDER, FLOOD, and INCLEMENT WEATHER SUCH AS BLIZZARDS, SNOW STORMS, AS WELL AS TORNADO WARNINGS OR CONDITIONS.

ITEM B (cont'd)

2) IN THE EVENT OF BOMB THREATS OR SCARE, TORNADO WARNINGS, RIOTS, AND/OR OTHER EMERGENCIES OF LIKE NATURE, THE FOLLOWING SHALL APPLY:

2A) BOMB THREATS AND SCARE. ALL MAIL HANDLER BARGAINING UNIT EMPLOYEES WILL BE EVACUATED FROM THE PREMISES TO AN AREA OR AREAS THAT ARE SAFE FROM THE BOMB THREAT OR SCARE OR OTHER EMERGENCY CONDITIONS, UNTIL SUCH TIME AS APPROPRIATE AUTHORITIES DEEM THE FACILITY SAFE

2B) TORNADO WARNINGS. ALL PERSONNEL WILL BE MOVED TO THE SAFEST PART OF THE BUILDING.

3. CONSIDERATION SHALL ALSO BE GIVEN TO, BUT NOT LIMITED TO, THE FOLLOWING ENVIRONMENTAL CONDITIONS WITHIN THE BUILDING:

A. POWER FAILURES, LACK OF WATER, SANITARY AND RESTROOM FACILITIES, ASBESTOS REMOVAL OR OTHER SITUATIONS OF LIKE NATURE.

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.

5. POSTAL OFFICIALS WILL GIVE THE UTMOST CONSIDERATION TO THE SAFETY OF EMPLOYEES AND TAKE APPROPRIATE ACTIONS TO PROTECT THOSE EMPLOYEES.

6. WHENEVER ANY OF THE ABOVE CONDITIONS EXIST, THE RANKING OFFICIAL REPRESENTATIVE OF THE UNION ON DUTY WILL BE, AS EXPEDITIOUSLY AS POSSIBLE, NOTIFIED AND APPRAISED OF THE SITUATION.

ITEM B (cont'd)

7. WHENEVER EMERGENCY CONDITIONS EXIST AS REFERENCED ABOVE, THE INSTALLATION HEAD SHALL GIVE THE GREATEST CONSIDERATION TO APPROVAL OF ADMINISTRATIVE LEAVE IN ACCORDANCE WITH ELM 519.1 et.seq. ALL REQUESTS FOR ADMINISTRATIVE LEAVE MUST BE ACTED UPON BY THE PLANT MANAGER, OR DESIGNEE, WITHIN A REASONABLE AMOUNT OF TIME OF THEIR REQUEST, BUT IN NO CASE WILL A DELAY RESULT IN LOSS OF ADMINISTRATIVE LEAVE OR AN ALTERNATIVE TYPE OF LEAVE PAY AS A RESULT OF SUCH. DELAY, IF THE OCCURRENCE IS AT THE END OF THE PAY PERIOD.

8. IN THE EVENT ADMINISTRATIVE LEAVE IS DISAPPROVED, THE EMPLOYEE MAY SEEK ADJUSTMENT THROUGH THE GRIEVANCE PROCEDURE. THE ABOVE IN NO WAY PROHIBITS AN EMPLOYEE ON AN INDIVIDUAL BASIS FROM REQUESTING ANOTHER TYPE OF LEAVE IN LIEU OF ADMINISTRATIVE LEAVE. IN RENDERING HER/HIS DECISION, THE PLANT MANAGER, OR DESIGNEE, WILL CONSIDER RESIDENCE AND AVAILABILITY OF TRANSPORTATION TO WORK.

ITEM C

FORMULATION OF LOCAL LEAVE PROGRAM

1. THE INSTALLATION HEAD OR DESIGNEE SHALL MEET WITH THE LOCAL 300 BRANCH PRESIDENT OR DESIGNEE AFTER JANUARY 1, BUT NO LATER THAN JANUARY 25TH, FOR THE PURPOSE OF DISCUSSING THE CHOICE VACATION PERIOD PROCEDURES.

2. NO LATER THAN FEBRUARY 1ST, MANAGEMENT WILL PROVIDE A CHOICE VACATION PERIOD SELECTION TO ALL MAIL HANDLER EMPLOYEES.

3. EMPLOYEES WILL RETURN THEIR SELECTION BY FEBRUARY 21ST TO THE TOUR DESK WHERE A LOG WILL BE MAINTAINED AND WHICH THE EMPLOYEE WILL SIGN ACKNOWLEDGING S/HE SUBMITTED THEIR VACATION SCHEDULE.

4. MAIL HANDLERS NOT RETURNING THEIR SELECTION SIGN-UP LIST BY FEBRUARY 21ST WILL BE PASSED OVER UNTIL TIMELY SUBMISSIONS ARE PROCESSED FIRST.

A) AN EMPLOYEE MUST HAVE SUFFICIENT "ANNUAL LEAVE BALANCE NECESSARY TO COVER HER/HIS VACATION SELECTION, IN ORDER TO BE GRANTED A CHOICE VACATION SELECTION. HOWEVER, THIS MAY NOT PRECLUDE A MAIL HANDLER FROM REQUESTING LWOP DURING THE CHOICE VACATION PERIOD, AS OUTLINED IN THE ELM, CHAPTER 5.

5. CRAFT SENIORITY WITHIN THE INSTALLATION SHALL PREVAIL WHEN DETERMINING THE ORDER OF THE CHOICE VACATION SCHEDULE, WHETHER OR NOT THE TWO SELECTIONS PERMITTED AS PER ITEM F ARE OPTED FOR.

ITEM C (cont'd)

A) A MAIL HANDLER DETAILED TO ANOTHER ASSIGNMENT SHALL MAKE A SELECTION FROM THE SECTION WHERE S/HE HOLDS A PERMANENT BID ASSIGNMENT.

6. MANAGEMENT WILL COMPILE AND POST THE MAIL HANDLER CHOICE VACATION PERIOD SELECTION RESULTS BY MARCH 1ST.

A) THE RESULTS WILL BE POSTED ON OFFICIAL GLASS COVERED AND LOCKED BULLETIN BOARDS. MANAGEMENT WILL MAKE AN APPROPRIATE ANNOUNCEMENT ON ALL TOURS ADVISING MAIL HANDLER EMPLOYEES OF THIS SCHEDULE POSTING.

B) ANY VACATION BID SELECTION RELINQUISHED OR VACATED SHALL BE POSTED PROMPTLY TO AFFORD EMPLOYEES THE OPPORTUNITY TO SUBMIT AN APPLICATION. A REQUEST FOR SUCH VACANCY SUBMITTED DURING THE FIRST SEVEN (7) DAYS AFTER THE POSTING WILL BE AWARDED TO THE SENIOR MAIL HANDLER MAKING AN APPLICATION. THESE PARTICULAR APPLICATIONS ARE NOT SUBJECT TO THE 72 HOUR RULE, BUT WILL BE ACTED ON AT THE END OF THE SEVEN (7) DAY PERIOD. AFTER THIS (7) SEVEN DAY PERIOD, ANY SUCH VACANCY WILL BE AWARDED ON A FIRST COME FIRST SERVED BASIS, UP UNTIL THE WEDNESDAY PRECEDING THE VACANT WEEK. THE NOTICES OF THESE VACANCIES WILL BE POSTED UNDER GLASS, LOCK AND KEY ON AN OFFICIAL BULLETIN BOARD

7. NO MAIL HANDLER SHALL HAVE HER/HIS SCHEDULED VACATION PERIOD CANCELLED BECAUSE OF UNEXPECTED ABSENCE OF OTHER EMPLOYEES, EVEN IF IT IS NECESSARY TO PAY OVERTIME.

8. EMPLOYEES SUBSEQUENTLY BIDDING TO ANOTHER TOUR AFTER CHOICE VACATION PICKS ARE MADE, WILL KEEP HER/HIS INITIAL PICK ONLY IF IT RESULTS IN MONETARY

ITEM C (cont'd)

LOSS AS EVIDENCED BY AIRLINE TICKETS, HOTEL RESERVATIONS, ETC.

9. MAIL HANDLERS WORKING WITHIN THE SAME BID ASSIGNMENT MAY NOT BE DENIED THE RIGHT TO TEMPORARILY SWAP REST DAYS, INCLUDING SATURDAY AND/OR SUNDAY, ON A WEEKLY BASIS. MAIL HANDLERS GRANTED SWAP REQUESTS ARE EXPECTED TO MAINTAIN THE SWAP SCHEDULE FAILURE TO ADHERE MAY SUBJECT THE INDIVIDUAL TO HAVING FUTURE REQUESTS DENIED.

10. (A) SINGULAR DAY OR MULTIPLE DAY INCIDENTAL ANNUAL LEAVE REQUESTS DURING THE CHOICE & NON CHOICE VACATION PERIOD SHALL BE GRANTED AT LEAST UNTIL THE ALLOTTED PERCENTAGE OF MAIL HANDLER EMPLOYEES, IN EACH LEVEL AND SKILL, FOR WEEK REQUESTED IS REACHED, NOT TO EXCEED 40 HOURS OR 5 DAYS.

(B) MANAGEMENT WILL CONSIDER ANY ADDITIONAL SINGULAR OR MULTIPLE REQUESTS BASED ON (A) THE NEEDS OF THE POSTAL SERVICE AND (B) THE PARTICULAR NEED AND WELFARE OF THE INDIVIDUAL REQUESTING LEAVE IN AN EQUITABLE MANNER FOR ALL EMPLOYEES.

(C) EVERY EFFORT WILL BE MADE TO ALLOW EMPLOYEES TO OBSERVE THEIR RELIGIOUS OBLIGATIONS.

11. THE PRACTICE OF APPLICATION FOR REDESIGNATION OF LAY-OFF-DAYS IS NOT DISCONTINUED DURING CHOICE & NON CHOICE VACATION PERIOD. SUBMISSION OF PS 3971 AND PS 3189 SHALL NOT BE DISCONTINUED DURING THE CHOICE & NON CHOICE VACATION PERIOD.

12. IN ALL CASES CONCERNING LEAVE REQUESTS, MANAGEMENT WILL ADVISE THE EMPLOYEE VIA DUPLICATE PS FORM 3971 OF THEIR DECISION.

ITEM C (cont'd)

(A) MAIL HANDLERS, AT THEIR OPTION, MAY SUBMIT THE PS FORM 3971 IN TRIPLICATE TO THEIR IMMEDIATE SUPERVISOR WITHIN 5 HOURS OF THEIR SCHEDULED BEGIN TOUR FOR THAT DAY. THE SUPERVISOR WILL SIGN AND DATE THE TIMELY SUBMITTED PS FORM 3971 IN THE APPROPRIATE BOX AND RETURN THE 3RD COPY TO THE EMPLOYEE AT THE TIME THE SUPERVISOR RECEIVES IT.

13. SUPERVISOR WILL CONSIDER ALL ASPECTS OF EMPLOYEE'S SICK LEAVE RECORD AND USE PRIOR TO PLACING EMPLOYEES ON "RESTRICTION." A SO-CALLED MINIMUM BALANCE SHALL NOT BE THE SOLE BASIS FOR PLACING AN EMPLOYEE ON SICK LEAVE RESTRICTION.

14 A MAIL HANDLER EMPLOYEE SHALL BE PERMITTED TO SUBMIT HER/HIS CERTIFICATE FOR ABSENCE OF THREE (3) DAYS OR LESS OF SICK LEAVE

15. MAIL HANDLERS SHALL BE PERMITTED TO USE ANNUAL LEAVE DURING THE COURSE OF THE CALENDAR YEAR FOR PERSONAL REASONS IN ACCORDANCE WITH THE LOCAL LEAVE PROVISIONS

16. EXCEPTIONS TO THE ABOVE PROVISIONS MAY BE GRANTED BY MUTUAL WRITTEN CONSENT OF THE INSTALLATION HEAD OR DESIGNEE AND THE BRANCH PRESIDENT, LOCAL 300, ISC-JFK OR DESIGNEE.

ITEM D

THE DURATION OF THE CHOICE VACATION PERIOD.

1. THE CHOICE VACATION PERIOD WILL BE EIGHTEEN (18) CONSECUTIVE WEEKS IN EACH YEAR COVERED BY THIS AGREEMENT BEGINNING THE SECOND SATURDAY OF MAY EACH YEAR

ITEM E

THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.

1. ANNUAL LEAVE DURING A VACATION PERIOD SHALL START IN CONJUNCTION WITH THE EMPLOYEE'S LAY OFF DAYS AS FOLLOWS:

SAT/SUN =MON OF THE WEEK CHOSEN.

SUN/MON =TUES OF THE WEEK CHOSEN.

MON/TUE=WED OF THE WEEK CHOSEN.

TUE/WED =THUR OF THE WEEK CHOSEN.

WED/THUR=FRI PRIOR TO THE WEEK CHOSEN.

THU/FRI =SAT OF THE WEEK CHOSEN.

SAT/FRI = SUN OF THE WEEK CHOSEN.

2. IN ORDER TO OPTIMIZE TIME OFF WITH THE LEAST LEAVE USAGE, EXCEPTIONS TO BEGIN SCHEDULED VACATION LEAVE ON SATURDAY OR MONDAY WILL BE GRANTED WHEN THE NEED FOR SUCH IS DOCUMENTED. EXAMPLES BEING, BUT NOT LIMITED TO, TIME SHARE, CRUISE SHIP AND COMMITMENT.

ITEM F

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

1. MAIL HANDLER EMPLOYEES MAY, AT THEIR OPTION, REQUEST TWO (2) SELECTIONS DURING THE CHOICE & NON CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 WORKING DAYS; THE TOTAL NOT TO EXCEED THE TEN (10) OR FIFTEEN (15) DAYS THEY ARE ENTITLED TO PER NATIONAL AGREEMENT ARTICLE 10.3 DI AND D2.

THE OPTIONS ARE:

A) ONE SELECTION OF UP TO FIFTEEN (15) CONTINUOUS DAYS OF ANNUAL LEAVE (FOR EMPLOYEES EARNING 20 OR 26 DAYS ANNUAL LEAVE PER YEAR).

B) ONE SELECTION OF UP TO TEN (10) CONTINUOUS DAYS OF ANNUAL LEAVE (FOR EMPLOYEES EARNING 13 DAYS ANNUAL LEAVE PER YEAR).

C) TWO SELECTIONS IN UNITS OF FIVE (5) DAYS AND FIVE (5) DAYS OR (10) DAYS AND FIVE (5) DAYS OF ANNUAL LEAVE (FOR EMPLOYEES EARNING 20 OR 26 DAYS ANNUAL LEAVE PER YEAR).

D) TWO SELECTIONS IN UNITS OF FIVE (5) DAYS AND FIVE (5) DAYS ANNUAL LEAVE (FOR EMPLOYEES EARNING 13 DAYS ANNUAL LEAVE PER YEAR).

2. MAIL HANDLERS WILL SUBMIT ONE (1) APPLICATION FOR THEIR VACATION PICK, AS STATED ABOVE.

3. MAIL HANDLER VACATION APPLICATIONS ARE ACTED ON AND AWARDED BY CRAFT INSTALLATION SENIORITY.

ITEM F (cont'd)

4. EACH MAIL HANDLER APPLICATION WILL BE ACTED ON IN ITS ENTIRETY. IF A MAIL HANDLER'S FIRST OR SECOND CHOICE IS NOT AVAILABLE S/HE WILL BE GRANTED THE ALTERNATE SELECTION FOR THAT PARTICULAR CHOICE. IF IT IS NOT POSSIBLE TO FILL THE MAIL HANDLER'S REQUEST, THE EMPLOYEE WILL BE CONTACTED AND GIVEN AN OPPORTUNITY TO MAKE ANOTHER VACATION CHOICE BASED ON THE AVAILABILITY OF OPEN SLOTS. IF THEY DO NOT MAKE ANOTHER CHOICE WITHIN THE ALLOCATED TIME, AS PER THE INSTRUCTIONS IN THE MAIL HANDLER VACATION APPLICATION PROCEDURE, THEY SHALL BE PASSED OVER FOR THAT PART OF THE SELECTION THEY WERE NOT ABLE TO OBTAIN.

ITEM G

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

1. EMPLOYEES CALLED FOR MILITARY SERVICE, JURY DUTY, OR UNION OFFICIALS ATTENDING NATIONAL ASSEMBLIES, REGIONAL ASSEMBLIES, INTERNATIONAL OR NATIONAL CONVENTIONS AND UNION MEETINGS, DURING THEIR SCHEDULED CHOICE VACATION PERIOD SHALL NOT BE DEPRIVED OF AN ALTERNATE VACATION PERIOD. SUCH ALTERNATE CHOICE OF VACATION SHALL NOT BE COUNTED AGAINST THE NUMBER OF MALL HANDLERS ALLOTTED FOR EACH CHOICE VACATION PERIOD. WHETHER FIRST OR ALTERNATE CHOICE, SUCH TIME SHALL NOT BE CHARGED TO CHOICE VACATION PERIODS.

ITEM H

DETERMINATION OF THE MAXIMUM PERCENTAGE OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE & NON CHOICE VACATION PERIOD.

1. IN ORDER TO ARRIVE AT THE NUMBER OF EMPLOYEES ALLOCATED ANNUAL LEAVE EACH WEEK DURING THE CHOICE & NON CHOICE VACATION PERIOD THE FOLLOWING WILL BE USED

15% DURING CHOICE VACATION PERIOD (2ND SAT OF MAY- 2ND WEEK OF SEPTEMBER)

10% DURING NON CHOICE VACATION PERIOD (FEBRUARY 1- MARCH 15)

8% DURING NON CHOICE VACATION PERIOD (SECOND WEEK OF SEPTEMBER TO END OF OCTOBER)

VACATIONS WILL BE ALLOTTED BY SECTION AND TOUR. FOR PURPOSES OF ITEM H, THE SECTION WILL BE IDENTIFIED AS,

FIRST FLOOR
SECOND FLOOR
SACK SORTER,
FIRST FLOOR MEO,
SECOND FLOOR MEO

2. GROUPS WITHIN EACH SECTION SHALL CONSIST OF:

- (A) LEVEL 4 MAIL HANDLERS AND LEVEL 5 GROUP LEADERS
- (B) LEVEL 5 SACK SORTER MACHINE OPERATORS (SSMO'S)
- (C) LEVEL 5 MAIL HANDLER EQUIPMENT OPERATORS (MEO'S)

ITEM H (cont'd)

ANY OTHER POSITIONS CREATED OR ACQUIRED BY THIS FACILITY SHALL HAVE THEIR CATEGORIES DETERMINED BY THE PLANT MANAGER OR DESIGNEE AND THE BRANCH PRESIDENT, LOCAL 300, NY-ISC JFK OR DESIGNEE..

4. UNION BUSINESS LEAVE SHALL NOT BE COUNTED AGAINST THESE MINIMUMS

ITEM I

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

1. A MAIL HANDLER SUBMITTING A VACATION SELECTION DURING THE PERIOD OF FEBRUARY 1ST TO FEBRUARY 21ST WILL RETURN HER/HIS VACATION SELECTION TO THE MANAGER, DISTRIBUTION OPERATIONS OFFICE WHERE A LOG WILL BE MAINTAINED AND WHICH THE EMPLOYEE WILL SIGN ACKNOWLEDGING S/HE SUBMITTED THEIR VACATION SELECTION. WITHIN SEVEN (7) DAYS FROM THE CLOSE OF THE VACATION SELECTION PERIOD, A NOTICE WILL BE POSTED AND PROVIDED EACH MAIL HANDLER OF THE SELECTIONS TO WHICH S/HE IS ENTITLED TO DURING THE CHOICE VACATION PERIOD.

2. EMPLOYEES BEING AWARDED ANY REMAINING OR VACATED CHOICE VACATION OPPORTUNITIES WILL BE NOTIFIED BY COPY OF AN APPROVED PS FORM 3971. THE OFFICIALLY POSTED SCHEDULE WILL BE UPDATED TO REFLECT THE APPROVAL PRIOR TO THE SCHEDULED LEAVE DATE.

3. A COPY OF THE VACATION SCHEDULE FOR EACH TOUR WILL BE POSTED AND FURNISHED CONCURRENTLY TO THE BRANCH PRESIDENT, LOCAL 300, OR DESIGNEE, BY THE INPLANT SUPPORT OFFICE. MAIL HANDLERS SUBMITTING A NON-CHOICE VACATION SELECTION FOR THE PERIOD OF FEBRUARY 1 – MARCH 15 WILL RETURN HIS/HER VACATION SELECTION BETWEEN NOVEMBER 15 – NOVEMBER 30 OF THE LEAVE YEAR TO THE MANAGER DISTRIBUTION OFFICE – TOUR DESK. WITHIN SEVEN (7) DAYS FROM THE CLOSE OF THE VACATION SELECTION PERIOD, A NOTICE WILL BE POSTED AND PROVIDE EACH MAIL HANDLER OF THE SELECTIONS TO WHICH S/HE IS ENTITLED TO DURING THE NON-CHOICE VACATION PERIOD.

ITEM J

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

1. THE EMPLOYER SHALL, NO LATER THAN NOVEMBER 1ST. OF EACH YEAR, PUBLICIZE ON BULLETIN BOARDS AND BY OTHER APPROPRIATE MEANS, THE BEGINNING DATE OF THE NEW LEAVE YEAR, WHICH SHALL BEGIN WITH THE FIRST DAY OF THE FIRST FULL PAY PERIOD OF THE CALENDAR YEAR

ITEM K

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

1. WEEKLY INCREMENTS

A) FOR WEEKLY INCREMENTS DURING OTHER THAN CHOICE & NON-CHOICE VACATION PERIOD, MAIL HANDLERS MAY SUBMIT A 3971 FOR WEEKLY ANNUAL LEAVE INCREMENTS WITHIN THIRTY (30) DAYS PRIOR TO THE WEEK REQUESTED.

B) 3971's WILL BE ACTED UPON ON A FIRST COME, FIRST SERVED BASIS, AND MAIL HANDLERS WILL BE NOTIFIED OF APPROVAL OR DENIAL WITHIN THREE WORK DAYS (72 HOURS) PROVIDED SUCH ANNUAL LEAVE REQUESTS ARE MADE NO LATER THAN THE TUESDAY PRECEDING THE SERVICE WEEK IN WHICH LEAVE IS REQUESTED.

2. SUBMISSION OF APPLICATIONS FOR LESS THAN ONE WEEK

A) REQUESTS FOR INDIVIDUAL DAYS OR PARTS THEREOF SHALL BE ACTED ON AND RETURNED TO THE MAIL HANDLER WITHIN SEVENTY-TWO(72) HOURS, PROVIDED SUCH ANNUAL LEAVE REQUEST IS MADE NO LATER THAN THE TUESDAY PRECEDING THE SERVICE WEEK FOR WHICH LEAVE IS REQUESTED. FAILURE TO COMPLY WITH THIS RULE, EXCLUDING EXTENUATING CIRCUMSTANCES, THE REQUEST WILL BE DEEMED APPROVED AFTER SEVENTY-TWO HOURS.

B) ALL 3971'S MUST BE APPROVED/DISAPPROVED AND RETURNED TO EMPLOYEE WITHIN 72 HOURS.

C) THE SEVENTY-TWO(72) HOUR TIME CLOCK STARTS ON THE DATE ENTERED IN THE SPACE PROVIDED (DATE SUBMITTED) ON THE 3971. SUPERVISORS ARE TO ENSURE THAT THE DATE ON THE 3971 IS THE ACTUAL DATE OF SUBMISSION.

ITEM K (cont'd)

D) REQUESTS FOR INDIVIDUAL DAYS OR PARTS THEREOF MAY BE SUBMITTED FOR APPROVAL ON A DAY TO DAY BASIS, AND SUCH REQUESTS SHALL NOT BE CONSIDERED UNTIMELY.

E) APPLICATION FOR EIGHT HOURS (ONE DAY) ANNUAL LEAVE MADE LESS THAN 72 HOURS PRIOR TO THE REQUESTED LEAVE WILL BE ACTED ON PROMPTLY, AND IN ALL CASES, PRIOR TO THE REQUESTED DAY.

F) APPLICATION FOR ANNUAL LEAVE OR EMERGENCY ANNUAL LEAVE FOR LESS THAN EIGHT (8) HOURS ON A GIVEN DAY AND SUBMITTED ON THAT DAY SHALL BE ACTED ON AND RETURNED TO MAIL HANDLER NOT LESS THAN ONE (1) HOUR BEFORE THE REQUESTED TIME OR SUCH LEAVE WILL BE CONSIDERED APPROVED.

G) WHENEVER POSSIBLE, MAIL HANDLERS REQUESTING TO LEAVE WITHIN ONE HOUR OF THE TIME OF REQUEST SHALL BE NOTIFIED NO LATER THAN FIFTEEN (15) MINUTES BEFORE THE REQUESTED TIME OF LEAVE.

H) MAIL HANDLERS AT THEIR OPTION MAY SUBMIT THE PS 3971 IN TRIPLICATE REQUIRING THE SUPERVISOR TO RETURN THE 3RD COPY TO THE MAIL HANDLER AT THE TIME OF SUBMISSION.

ITEM L

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

1. THE ENTIRE BUILDING SHALL BE THE SECTION.
2. MAIL HANDLER EMPLOYEES MAY VOLUNTEER FOR MORE THAN 12 HOURS WORK IN A WORK DAY. ANY SUCH ASSIGNMENTS MADE (AT THE DISCRETION OF THE EMPLOYER) WILL BE ON A ROTATING BASIS BY SENIORITY. IT IS INCUMBENT ON THE EMPLOYEE TO INDICATE TO MANAGEMENT THEIR DESIRE TO WORK BEYOND 12 HOURS ON A DAY-TO-DAY BASIS DURING SCHEDULED OVERTIME. SUCH ASSIGNMENTS ARE STRICTLY ON A VOLUNTARY BASIS.
3. MANAGEMENT WILL DEVELOP AND MAINTAIN A LIST OF MAIL HANDLERS QUALIFIED ON THE SACK SORTER MACHINE AND MOTORIZED EQUIPMENT OPERATORS AND SUPPLY A COPY TO THE BRANCHPRESIDENT, LOCAL 300 OR DESIGNEE.
4. WHEN OVERTIME IS NEEDED ON THESE SKILLED ASSIGNMENTS, THOSE MAIL HANDLERS WITH BID ASSIGNMENTS AND QUALIFIED BACK-UPS IN THE SECTION (TOUR,BUILDING) AND ON THE OTDL WILL BE UTILIZED FIRST BY SENIORITY ROTATION PRIOR TO UTILIZING NON-OTDL PERSONNEL WITH THESE SKILLS.
5. OVERTIME WILL BE PERFORMED IN THE SECTION/OPERATION WHERE THE OVERTIME IS CALLED. WHILE SACK SORTER OPERATORS, EQUIPMENT OPERATORS, AND QUALIFIED BACKUPS WILL, OF NECESSITY, PERFORM THE OVERTIME IN THOSE SKILLED ASSIGNMENTS, THEY MAY ALSO BE UTILIZED IN THE ROTATION OF OVERTLME FOR ALL OTHER MAIL HANDLERS.
6. EMPLOYEES MAY REMOVE THEIR NAMES FROM THE OTDLS'S DURING THE QUARTERLY PERIOD, IN WRITING, AND SUCH WITHDRAWAL CANNOT BE RETROACTIVE.

ITEM L (cont'd)

7. WHEN MANAGEMENT REQUIRES EMPLOYEES TO PERFORM COMPULSORY OVERTIME IN A BUILDING OTHER THAN WHERE ASSIGNED, TRANSPORTATION WILL BE MADE AVAILABLE.

8. WHEN MANAGEMENT DETERMINES THAT AN OVERTIME DAY IS NEEDED, THE OVERTIME WILL BE OFFERED FIRST TO THE EMPLOYEE WHO WOULD NORMALLY BE WORKING A SIXTH DAY. IF ADDITIONAL MANPOWER IS NEEDED, OVERTIME WILL BE OFFERED TO THE EMPLOYEE WHO WOULD BE ON A SEVENTH DAY. FOR THE PURPOSE OF THIS SECTION, A SIXTH DAY IS DEFINED AS THE FIRST LAY-OFF DAY OF THE EMPLOYEE'S WORK WEEK. WHEN OVERTIME IS NEEDED ON A FRIDAY, THE SENIOR EMPLOYEES ON THE OVERTIME DESIRED LIST WITH FRIDAY OFF AND NEEDED SKILLS WILL BE GIVEN THE FIRST OPPORTUNITY TO PERFORM SERVICE.

9. EMPLOYEES ON THE OVERTIME DESIRED LIST WILL BE AFFORDED THE FIRST OPPORTUNITY FOR ANY OVERTIME.

10. NO OTHER CRAFT PERSONNEL SHALL BE ASSIGNED TO MAIL HANDLER CRAFT DUTIES, UNLESS OR UNTIL ALL MAIL HANDLERS ON THE OVERTIME DESIRED LIST HAVE BEEN AFFORDED AN OPPORTUNITY TO PERFORM SERVICE.

11. WHEN A FULL TIME EMPLOYEE WHO IS ON THE OVERTIME DESIRED LIST IS DECLARED A SUCCESSFUL BIDDER FOR A JOB ON A NEW TOUR, DURING THE CALENDAR QUARTER, THEY WILL HAVE THE OPPORTUNITY TO SIGN THE OVERTIME DESIRED LIST ON THE NEW TOUR WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE NEW ASSIGNMENT. THIS DOES NOT APPLY TO EMPLOYEES ON DETAILS.

12. (A) WHEN A FULL TIME MAIL HANDLER CURRENTLY ON THE OVERTIME DESIRED LIST IS DETAILED TO ANOTHER TOUR FOR PERSONAL CONVENIENCE, THE MAIL HANDLER IS NOT TO BE CONSIDERED ON THE OVERTIME DESIRED LIST ON THE DETAIL TOUR. THIS DOES NOT PREVENT THE MAIL HANDLER FROM BEING

ITEM L (cont'd)

ELIGIBLE TO SIGN THE "FULL TIME VOLUNTEER LIST" FOR THE
DETAIL TOUR ON A DAILY BASIS FOR AFTER TOUR OVERTIME.

(B) THE ABOVE PROVISION DOES NOT APPLY TO MAIL HANDLERS
WHO ACCEPT A POSTED DETAIL FOR WHICH THEY ARE DECLARED
THE SUCCESSFUL APPLICANT. MAIL HANDLERS WHO ACCEPT SUCH
DETAILS AND WHO ARE ALREADY ON THE OVERTIME DESIRED LIST
ARE ENTITLED TO FULL OVERTIME PRIVILEGES ON THE DETAIL
ASSIGNMENT.

13. REGARDING THE ASSIGNMENT OF NON-OTDL EMPLOYEES. IN
EXCESS OF TEN (10) HOURS IN A DAY OR OVER SIX (6) DAYS IN A
WEEK IN "AN EMERGENCY SITUATION" AS PER ARTICLE 8.5 f, THE
UNION BRANCH PRESIDENT WILL BE PROVIDED A WRITTEN
EXPLANATION OF THE "EMERGENCY SITUATION" BY THE PLANT
MANAGER OR DESIGNEE, UPON REQUEST WITHIN SEVEN (7)
CALENDAR DAYS.

14. DETAILED EMPLOYEES CAN ONLY SIGN THE OVERTIME DESIRED
LIST FOR THE TOUR ON WHICH THEY ARE OFFICIALLY ASSIGNED,
NOT THE DETAIL TOUR.

15. LIGHT DUTY EMPLOYEES MAY SIGN UP FOR THE OVERTIME
DESIRED LIST AND WORK OVERTIME IF THE WORK IS WITHIN THEIR
MEDICAL LIMITATIONS.

16. A CRAFT EMPLOYEE WORKING AS AN ACTING SUPERVISOR
(204B) IS INELIGIBLE TO WORK OVERTIME AT THE BEGINNING OR
END OF HER/HIS TOUR ON ANY GIVEN DAY DURING THE TERM OF
THE DETAIL, UNLESS ALL AVAILABLE BARGAINING-UNIT EMPLOYEES
ON THE OVERTIME DESIRED LIST ARE UTILIZED. IF THE 204B

EMPLOYEE IS NOT ON THE OVERTIME DESIRED LIST, THEN S/HE
WILL BE SCHEDULED ACCORDING TO ARTICLE 8.5D OF THE
NATIONAL AGREEMENT AFTER ALL AVAILABLE BARGAINING UNIT
EMPLOYEES ON THE OVERTIME DESIRED LIST ARE UTILIZED

ITEM L (cont'd)

17. A CRAFT EMPLOYEE WORKING AS AN ACTING SUPERVISOR (204B) IS ELIGIBLE TO BE CONSIDERED FOR AN OVERTIME ASSIGNMENT ON HER/HIS NON-SCHEDULED DAY(S) IMMEDIATELY FOLLOWING THE TERMINATION OF HER/HIS 204B DETAIL, IN ACCORDANCE WITH ARTICLE 8.3 OF THE NATIONAL AGREEMENT, UNLESS THE MAIL HANDLER IS TO CONTINUE ON A 204B ASSIGNMENT INTO THE SERVICE WEEK FOLLOWING THE TERMINATION OF HER/HIS PRESENT 204B ASSIGNMENT. IF THAT OCCURS, THE 204B WOULD BE INELIGIBLE FOR THE OVERTIME,

UNLESS ALL AVAILABLE BARGAINING-UNIT EMPLOYEES ON THE OVERTIME DESIRED LIST ARE FIRST UTILIZED FOR THAT NONSCHEDULED DAY OVERTIME.

ITEM M

THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE -RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS.

1. LIGHT DUTY ASSIGNMENTS FOR MAIL HANDLERS SHALL BE DESIGNATED AT NY-ISC, BUILDING #250 FOR MAIL HANDLERS BASED ON THEIR MEDICAL RESTRICTIONS AS FOLLOWS:

TOUR #1 (2250-0700)

TOUR #2 (0700-1550 or 0900-1750)

TOUR #3- (1550-2400)

2. EVERY REASONABLE EFFORT WILL BE MADE TO MAINTAIN A LIGHT DUTY EMPLOYEE ON THEIR REGULARLY ASSIGNED TOUR AND LAY-OFF DAYS. HOWEVER, THE LIGHT DUTY EMPLOYEE'S TOUR, HOURS, WORK LOCATION AND BASIC WORK WEEK SHALL BE THOSE OF THE LIGHT DUTY ASSIGNMENT AND THE NEEDS OF THE SERVICE, WHETHER OR NOT THE SAME, AS FOR THE EMPLOYEE'S PREVIOUS DUTY ASSIGNMENT.

3. MANAGEMENT SHALL NOT UTILIZE THESE ASSIGNMENTS TO ACCOMMODATE EMPLOYEES INJURED ON DUTY.

4. REST BARS WILL BE USED IN THESE POSITIONS FOR DULY AUTHORIZED LIGHT DUTY.

ITEM 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. REQUESTS FOR LIGHT DUTY ASSIGNMENTS SHALL BE DOCUMENTED BY MEDICAL DOCUMENTATION

MANAGEMENT MAY ASSIGN LIGHT DUTY UPON REQUEST OF AN EMPLOYEE (IF RESERVED POSITIONS ARE OPEN) WITHOUT REQUIRED MEDICAL DOCUMENTATION FOR PERIODS OF EIGHT (8) HOURS OR LESS (SIXTEEN HOURS ON WEEKENDS). SUCH REQUESTS MUST BE MADE TO THE MANAGER, DISTRIBUTION OPERATIONS OR DESIGNEE, AT THE OUTSET OF THE INDIVIDUAL'S SCHEDULED BEGIN TOUR, AND SUCH REQUEST SHALL NOT BE UNREASONABLY DENIED.

ITEM 0

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY. LIGHT DUTY PERSONNEL WILL NORMALLY BE ASSIGNED TO ANY ASSIGNMENT THAT THERE IS AVAILABLE AND WORK WITH THEIR MEDICAL RESTRICTIONS.

1. MAIL HANDLERS ON LIGHT DUTY WILL BE MOVED TO ANY ASSIGNMENT, WITHIN THEIR RESTRICTION, IN AN EFFORT TO ACHIEVE EIGHT (8) HOURS WORK IN A DAY.

2. THE MAIL HANDLER UNION SHALL BE NOTIFIED OF ANY MAIL HANDLER DUTIES DESIGNATED AS LIGHT DUTY ASSIGNMENTS AFFORDED TO OTHER CRAFTS.

3. FOR THOSE EMPLOYEES WHO HAVE MEDICAL RESTRICTIONS THAT REQUIRE NO STANDING, OR SITTING ONLY, OR PARTIALLY DURING THE WORK TIME LIMITATIONS, A CHAIR WITH BACK SUPPORT WILL BE MADE AVAILABLE.

ITEM 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 THE PURPOSE OF THE TITLE OF THIS SECTION, THE ASSIGNMENTS ARE THE DUTY ASSIGNMENTS OR BIDS AND THE SECTION ARE:

- 1st FLOOR

- 2nd FLOOR

FOR EACH SEPARATE TOUR

2. NO FULL-TIME REGULAR MAIL HANDLER (PROPERLY HOLDING A BID WITHIN A SECTION) WILL BE EXCESSED OR REASSIGNED OUT OF A SECTION BEFORE CASUALS, PART-TIME FLEXIBLES, MAILHANDLER ASSISTANTS, UNASSIGNED MAIL HANDLERS PERFORMING MAIL HANDLER CRAFT DUTY ASSIGNMENTS, OR PARTS THEREOF, ARE FIRST EXCESSED.
3. WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF THE SECTION, THE ORDER OF MOVEMENT FROM A SECTION, AFTER CASUALS, PART-TIME FLEXIBLES AND MAILHANDLER ASSISTANTS 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 IN BY SENIORITY ORDER.

ITEM Q

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

1. MANAGEMENT WILL MAKE AVAILABLE TO ALL CRAFT EMPLOYEES ON A FIRST-COME, FIRST-SERVED BASIS THOSE PARKING SPACES DEEMED EXCESS TO THE NEEDS OF THE POSTAL SERVICE AT NY-ISC
2. EVERY EFFORT WILL BE MADE TO PROVIDE PROPER SECURITY FOR ARRIVING AND LEAVING EMPLOYEES IN THE EMPLOYEE PARKING LOT AND TO MONITOR THE SECURITY OF THEIR VEHICLES WHILE ON DUTY.
3. THE PREVIOUSLY NEGOTIATED PARKING SPACE FOR THE BRANCH PRESIDENT, LOCAL 300, NYISC-JFK, SHALL BE INDICATED BY AN ABOVE-THE-GROUND SIGN SIMILAR TO THOSE DESIGNATING INSTALLATION OFFICIALS. ALL EFFORT WILL BE MADE TO PLACE SUCH SPACE AS CLOSE TO THE BUILDING #250 ENTRANCE AS POSSIBLE, AFTER THE HANDICAPPED PARKING SPACES.

ITEM 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 TO ATTEND UNION ACTIVITIES SHALL NOT BE CHARGED AGAINST CHOICE VACATION PERIOD.

ITEM S

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

ARTICLE 12.3 B5

1. IT IS AGREED THAT NO MAIL HANDLER ASSIGNMENT WILL BE ABOLISHED (DELETED) OR POSTED UNLESS AND UNTIL SAME HAS BEEN DISCUSSED WITH THE BRANCH PRESIDENT, LOCAL 300, ISC/JFK BRANCH, AND PRIOR WRITTEN NOTICE HAS BEEN GIVEN TO THE BRANCH AND EMPLOYEE AFFECTED, OF INTENT TO DO SO.

2. IT IS FURTHER AGREED THAT NOTIFICATION WILL BE GIVEN SUFFICIENTLY IN ADVANCE WHEREVER POSSIBLE, TO ALLOW THE UNION A MEANINGFUL OPPORTUNITY TO BARGAIN OVER THE PROPOSED CHANGE, SHOULD IT REQUEST TO DO SO. GOOD FAITH BARGAINING WILL INCLUDE MEETING, PROVIDING NECESSARY INFORMATION, AND CONSIDERING UNION COUNTERPROPOSALS. NO CHANGE WILL BE IMPLEMENTED UNTIL SUCH BARGAINING HAS COME TO AGREEMENT OR GENUINE IMPASSE.

3. IN ADDITION, SHOULD ANY MAIL HANDLER ASSIGNMENT BE REVERTED, A NOTICE SHALL BE POSTED WITHIN 10 DAYS OF THE EFFECTIVE DATE, WITH COPY TO THE BRANCH PRESIDENT, LOCAL 300, JFK, ADVISING OF THE ACTION TAKEN AND THE REASONS THEREFORE.

4. MANAGEMENT SHALL REQUEST AND SCHEDULE SUCH DISCUSSION OR CONSULTATION WITH THE BRANCH, LOCAL 300, OR HER/HIS DESIGNEE, TO EFFECT A MINIMUM OF INCONVENIENCE TO HER/HIS SCHEDULE.

ITEM S (Con't)

5. EXCLUDING HIGHER LEVEL ASSIGNMENTS, AS COVERED BY ARTICLE 25 NATIONAL AGREEMENT, REPORTING TO ANOTHER PAY LOCATION ON A DAILY BASIS FOR A PERIOD OF SIX (6) MONTHS SHALL CONSTITUTE A SUFFICIENT CHANGE OF DUTY ASSIGNMENT AREA TO CAUSE THE DUTY ASSIGNMENT TO BE REPOSTED. THE NEW ASSIGNMENT SHALL BE REPOSTED WITH THE NEXT BID IN COMPLIANCE WITH ARTICLE 12.3 B7 OF THE NATIONAL AGREEMENT

ARTICLE 12.3 C

1. POSTING AND BIDDING FOR PREFERRED DUTY ASSIGNMENTS SHALL BE INSTALLATION-WIDE. THE RECOGNIZED DUTY ASSIGNMENTS LISTED IN ITEM P COVER THE BULK OF THE PREFERRED DUTY ASSIGNMENTS AT NY-ISC JFK. FOR THOSE ASSIGNMENTS NOT FORMALLY RECOGNIZED AND IN EXISTENCE FOR 90 CONSECUTIVE DAYS, AN EMPLOYEE MAY SUBMIT AN APPLICATION AS PER THE NATIONAL AGREEMENT, ARTICLE 12.2 D6. SUCH REQUESTS WILL BE REVIEWED BY THE BRANCH PRESIDENT, LOCAL 300 OR DESIGNEE, AND THE PLANT MANAGER, OR DESIGNEE, AND THE DETERMINATION MADE TO POST SAID DUTIES AS A DETAIL ASSIGNMENT. THESE REQUESTS SHALL NOT BE UNREASONABLY DENIED.

ARTICLE 12.3 E 3

1. 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, WHEN POSSIBLE, THE ORDER OF MOVEMENT SHALL BE FIRST VOLUNTEERS; SECOND JUNIOR EMPLOYEES. THE BID ASSIGNMENT FOR THIS PURPOSE SHALL BE THE SECTION.
2. WHENEVER TWO OR MORE MAIL HANDLERS ARE MOVED OFF THEIR BID ASSIGNMENTS, NORMALLY THE SENIOR MAIL

ITEM S(Con't)

HANDLER SHOULD BE GIVEN FIRST CONSIDERATION TO RETURN TO HER/HIS BID ASSIGNMENT.

3. FOR TEMPORARY REASSIGNMENTS NOT COVERED BY ARTICLE 25, THE MOVEMENT OF FULL-TIME REGULAR MAIL HANDLER EMPLOYEES OUTSIDE THE BID ASSIGNMENT AREA AFTER FIRST CASUALS; EMPLOYEES FROM OTHER CRAFTS; AND PART-TIME EMPLOYEES WILL BE AS FOLLOWS:

A) FULL-TIME REGULAR MAIL HANDLER EMPLOYEES IN THE BID ASSIGNMENT AREA WHO DO NOT HOLD BIDS THERE;

1. FIRST, VOLUNTEERS BY SENIORITY.
2. THEN, NON-VOLUNTEERS BY JUNIORITY.

B) MAIL HANDLERS WITH BIDS IN THE BID ASSIGNMENT AREA WORKING THERE ON A NON-SCHEDULED DAY;

1. FIRST, VOLUNTEERS BY SENIORITY.
2. THEN, NON-VOLUNTEERS BY JUNIORITY.

C) MAIL HANDLERS WITH BIDS IN THE BID ASSIGNMENT AREA AND WORKING THEIR REGULARLY SCHEDULED DAY

1. FIRST, VOLUNTEERS BY SENIORITY.
2. THEN, NON-VOLUNTEERS BY JUNIORITY.

NOTE: GROUP LEADERS ARE ALWAYS THE LAST TO BE REASSIGNED FROM THEIR BID ASSIGNMENT ON THEIR REGULARLY SCHEDULED DAY, REGARDLESS OF SENIORITY. IF A GROUP LEADER IS WORKING ON A NON-SCHEDULED DAY, S/HE WILL PERFORM THE GROUP LEADER DUTIES IN THEIR BID ASSIGNMENT AREA, IF SUCH DUTIES ARE TO BE PERFORMED, BEFORE A LEVEL 4 WILL BE DETAILED TO THE GROUP LEADER POSITION.

ITEM S (cont'd)

4. RULE 3 ABOVE APPLIES ALSO TO THOSE SITUATIONS WHEN EMPLOYEES HAVE BID ASSIGNMENTS IN THE SAME SECTION WITH (1) DIFFERENT REPORTING TIMES ON THE SAME TOUR; OR (2) DIFFERENT TOURS WITH OVERLAPPING REPORTING TIMES OF MORE THAN 1/2 HOUR.

ARTICLE 12.4

1. THE SECTIONS REFERRED TO IN ARTICLE 12, SECTION 12.4 OF THE 2011 NATIONAL AGREEMENT ARE:

- 1ST FLOOR
- 2ND FLOOR

EACH OF THE ABOVE WITHIN EACH TOUR

TOUR #1
TOUR #2
TOUR #3

ARTICLE 12.C4 A

REFER TO ITEM P

ARTICLE 13.3

- A) REFERENCE ITEM O.
- B) NO LOCAL CHANGE FROM 13.3 B IN NATIONAL WORKING AGREEMENT.
- C) REFERENCE ITEM M AND ITEM N.

ITEM T

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

SENIORITY

1. EMPLOYEES WHO WORK BEYOND THE TIMES OF THEIR BID ASSIGNMENTS, ARE JUNIOR, IN TERMS OF ASSIGNMENT. THIS INCLUDES THOSE REPORTING FOR EARLY OVERTIME, AND THOSE EMPLOYEES ON DETAIL.
2. EMPLOYEES WHO ARE CALLED IN FOR OVERTIME ON THEIR DAY OFF, ARE JUNIOR, IN TERMS OF ASSIGNMENT.
 - (A) WHEN MANAGEMENT DECIDES TO STAFF A BID ASSIGNMENT AREA ABOVE THE AMOUNT OF MAIL HANDLERS HOLDING BIDS AND WORKING IN THAT AREA ON A REGULARLY SCHEDULED DAY, THE FIRST OPPORTUNITY TO WORK SUCH BID ASSIGNMENT AREA SHALL BE OFFERED TO MAILHANDLERS ALREADY WORKING A NON SCHEDULED DAY, WHO HOLD BID ASSIGNMENTS IN THAT AREA. SUCH OPPORTUNITY SHALL BE OFFERED ON A SENIORITY BASIS.
3. EMPLOYEES REPORTING FOR DUTY ONE-HALF (1/2) HOUR LATE (50 UNITS) OR MORE FORFEIT SENIORITY WHEN WORK LOAD IS ASSIGNED TO MAILHANDLERS PRESENT WHO HAVE NOT BEEN REPLACED IN THEIR OWN SECTION. SCHEDULED AND PRE APPROVED LATENESS (ACTUALLY PARTIAL ANNUAL OR SICK LEAVE USAGE) SHALL NOT CAUSE SENIORITY LOSS
4. NO MAIL HANDLER, REGARDLESS OF SENIORITY, WILL BE PERMITTED TO DISPLACE OR BUMP ANOTHER FROM AN ASSIGNED JOB OR TOUR EXCEPT THROUGH THE PRESCRIBED-BIDDING PROCEDURES

ITEM T (Con't)

- 5. ALL DETAILS WILL BE POSTED FOR BID AND WILL BE AWARDED TO THE SENIOR-QUALIFIED EMPLOYEE SUBMITTING A TIMELY BID. NO DETAILS WILL GO BEYOND NINETY (90) DAYS. IF THE JOB IS NEEDED, IT WILL BE POSTED THEN FOR PERMANENT ASSIGNMENT. EXCEPTIONS CAN BE MADE BY MUTUAL AGREEMENT BETWEEN THE BRANCH PRESIDENT, LOCAL 300 AND MANAGEMENT.**

REASSIGNMENTS

- 1. EMPLOYEES IN OTHER CRAFTS SHALL NOT BE UTILIZED FOR MAILHANDLER DUTIES WHEN MAILHANDLER EMPLOYEES ARE AVAILABLE WHETHER OR NOT OVERTIME NEED BE AUTHORIZED FOR THE MAILHANDLER EMPLOYEES.**
- 2. WHEN A MAIL HANDLER IS REASSIGNED OFF HIS BID ASSIGNMENT DUE TO HER/HIS BEING EXCESS TO THE NEEDS OF THE SECTION, S/HE WILL NOT BE REPLACED BY ANY OTHER EMPLOYEE.**
- 3. A LISTING OF ALL MAIL HANDLER EMPLOYEES INJURED ON DUTY AND/OR RECEIVING OR REQUESTING CONTINUATION OF PAY (COP) SHALL BE PROVIDED TO THE BRANCH PRESIDENT LOCAL 300 ON A WEEKLY BASIS BY THE OFFICE OF INJURY COMPENSATION.**

ITEM T (Con't)

POSTINGS

1. VACANT MAIL HANDLER BID ASSIGNMENTS FOR FULL-TIME EMPLOYEES SHOULD BE POSTED AT LEAST ONCE PER MONTH FROM JANUARY THROUGH NOVEMBER AND WHEN POSSIBLE, IN DECEMBER.

2. ADDITIONALLY THE FOLLOWING (BUT NOT LIMITED TO) WILL BE DISPLAYED:

- A) NOTICE OF JOB OPPORTUNITIES
- B) EVENTS AFFECTING WORKING CONDITIONS
- C) CHANGES IN WORK SCHEDULES
- D) CHANGES IN AND CURRENT WAGE RATES
- E) SOCIAL AND RECREATIONAL EVENTS
- F) FACILITY REGULATIONS

3. THE BRANCH PRESIDENT, OR DESIGNEE, SHALL BE NOTIFIED AND GIVEN AN OPPORTUNITY TO REVIEW ALL VACANT AND NEWLY ESTABLISHED CRAFT POSITIONS PRIOR TO POSTING. (PROPOSED BID SHEETS)

4. SHOULD MANAGEMENT DIRECT A CHANGE IN AN INDIVIDUAL OR INDIVIDUALS SCHEDULE(S), SUCH CHANGE SHALL BE DONE IN WRITING EITHER DIRECTLY TO THE INDIVIDUAL.

5. WHEN A PART-TIME EMPLOYEE, MAIL HANDLER CRAFT, IS PROMOTED TO FULL-TIME STATUS, NORMALLY S/HE SHALL REMAIN ON HER/HIS PRESENT TOUR UNTIL THE COMPLETION OF THE NEXT MONTHLY POSTING OF BIDS, UNLESS S/HE HAS BEEN ASSIGNED TO A VACANCY FROM THE LAST POSTING

PRINCIPLES OF POSTING

- 1. THE DETERMINATION OF WHAT CONSTITUTES A SUFFICIENT CHANGE OF DUTIES, OF PRINCIPLE ASSIGNMENT AREA, TO CAUSE THE DUTY ASSIGNMENT TO BE REPOSTED SHALL BE PROPER SUBJECT OF DISCUSSION AT LOCAL LABOR-MANAGEMENT MEETINGS. NO JOB WILL BE REVERTED OR REPOSTED UNTIL SAME HAS BEEN DISCUSSED WITH BRANCH PRESIDENT, LOCAL 300, JFK, AND WRITTEN NOTICE HAS BEEN GIVEN OF INTENT TO DO SO.**
- 2. MANAGEMENT WILL ADVISE BRANCH PRESIDENT, LOCAL 300, JFK, WHENEVER NEW POSITIONS ARE TO BE ASSIGNED TO THE MAIL HANDLER CRAFT AT JFK. NOTIFICATION WILL BE GIVEN IN AS FAR IN ADVANCE AS POSSIBLE**
- 3. A COPY OF THE POSTED BIDS SHALL BE SENT TO AN EMPLOYEE ON LEAVE, PROVIDED THE EMPLOYEE MAKES THE REQUEST IN WRITING AND SUBMITS A SELF-ADDRESSED ENVELOPE.**

ITEMS TO BE PROVIDED THE BRANCH PRESIDENT, LOCAL 300, JFK

**A) A COPY OF ALL POSTINGS THAT WOULD AFFECT MEMBER(S)
OF THE MAIL HANDLER CRAFT.**

Subject: ITEMS TO BE PROVIDED THE BRANCH PRESIDENT, LOCAL 300

**COPY ALL POSTINGS THAT WOULD AFFECT THE MEMBERS OF THE MAIL HANDLER
CRAFT NOT LIMITED TO:**

OTDL LIST

DETAIL OF MAIL HANDLERS

VACATION SCHEDULE

SAFETY AND HEALTH MEETINGS

SENIORITY LIST

FORM 1723

SUCCESSFUL BIDDERS

PERSONNEL ORDERS

LIGHT DUTY ASSIGNMENTS

POSTAL AND REGIONAL BULLETINS

**WHEN POSSIBLE, MANAGEMENT MAY SEND AN ELECTRONIC COPY IN ADDITION TO
THE HARD COPY OF ITEMS AS LISTED ABOVE.**

MISCELLANEOUS

1. FOULWEATHER

- A) WHEN WEATHER CONDITIONS DICTATE, FOUL WEATHER EQUIPMENT WILL BE MADE AVAILABLE TO MAIL HANDLERS ASSIGNED TO OUTDOOR DUTIES.

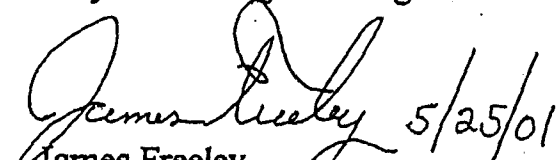
- B) IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO RENDER REASONABLE CARE TO EQUIPMENT WHILE IN HER/HIS POSSESSION AND RETURN OF THE EQUIPMENT AFTER DAILY USE.

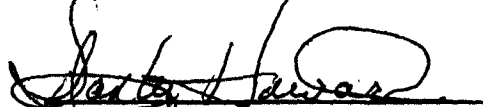
MEMORANDUM OF UNDERSTANDING NY/ISC AND JFK BRANCH LOCAL 300 NPMHU

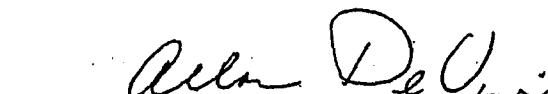
RE: LIGHT AND LIMITED DUTY


The parties agree that the following shall resolve all outstanding grievances, NLRB, MSPB and EEO complaints concerning light and limited duty, that were filed between March 30, 2001 and May 24, 2001. Additionally, numbers 2, 3 and 4 below shall be considered an addendum to the parties LMOU, specifically Article 13.

1. All light and limited duty employees are to be made whole for all hours lost, including but not limited to wages and benefits. Reimbursement shall be made within two (2) pay periods of the date of this settlement.
2. The parties agree that the newly established ill and injured employees (IOIE) committee shall remain in place. The committee shall consist of a representative from each craft union and three representatives from management. Additional members may be added as needed only by mutual consent of the parties. The committee will establish assignments that are to be utilized by ill or injured employees within each craft represented in the installation. The committee will establish these assignments by exploring ways and means of making adjustments to bid assignments in an effort to modify these assignments to accommodate ill or injured employees.
3. Normally, all light duty positions shall be 40 hour per week assignments.
4. Any adjustments needed to IOIE Committee assignments may only be made by the Committee. Any disagreements resulting from the adjustments may be the subject of a grievance.


James Freeley 5/25/01
Branch President ISC/JFK
Local 300 NPMHU


Stanley Howard
Branch President ISC/JFK
Local 300 NPMHU


For Thomas Guttadauro
Plant Manager ISC/JFK


Charles Conti
Plant Manager, ISC/JFK