

MEMORANDUM OF UNDERSTANDING

BETWEEN

JAMAICA NEW YORK POST OFFICE

AND

NATIONAL POSTAL MAIL HANDLERS UNION

LOCAL 300

1990 - 1993

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SECTION A - ADDITIONAL OR LONGER WASH UP PERIODS

1. Wash up time of five (5) minutes immediately prior to lunch and five (5) minutes immediately prior to the end of the employees tour of duty shall be granted to all Mail Handlers.
2. No Mail Handlers will be required to work during wash up period.
3. Supervisors may provide additional wash up time when a Mail Handler has been working with suspected toxic materials.

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

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 emergency conditions (such as, but not limited to fire, snow storms, floods, tornados, civil disorders, etc.), the following shall apply:

1. The ranking official of the Jamaica Mailhandler Union will be notified and apprised of any situation as listed above in a prompt and businesslike manner.
2. Management will consider all factors (such as but not limited to; closing of other businesses; availability of public transportation; time of day; emergency conditions themselves; safety of the employee; etc.) when assessing the employees request for relief in that situation.
3. The appropriate course of action by local authorities must conform to existing USPS regulations and can take several forms such as but not limited to, granting of leave, denial of leave, temporary transfer to another Postal facility for work, etc.
4. Any request for leave in these situations must be acted upon within five (5) workdays.
5. Situations occurring at the Jamaica Postal facility dealing with environmental concerns (such as but not limited to are power failures; floods; asbestos removal; air conditioning/heating failures; etc.) will be handled in an expeditious manner with the ranking official of the Jamaica Mail Handler Union with the primary objective being employee safety.

## SECTION C - FORMULATION OF LEAVE PROGRAM

### 1. Selection of Vacation Picks in Increments of One (1) Week.

Management will notify all employees by posting on official bulletin boards of the vacation periods and time frames for selection as follows;

- A. Non-Choice Period (1st Day of New Leave Year to Last Day Prior to the Choice Vacation Period)
  - Selection Period 12/1 to 12/15
- B. Choice Period (1st Full Week in May Running Consecutively for 22 Weeks)
  - Selection Period 1/1 to 1/31
- C. Non Choice Period (End of Choice Vacation Period to December 1st)
  - Selection Period 6/1 to 7/1

### 2. Order of Vacation Selection for Choice and Non Choice Vacation Periods

Selection for Choice and Non Choice Vacation Periods shall be first by seniority within the building for stations and by seniority within the tour at the Jamaica GPO.

### 3. Vacation Information

A copy of all vacation correspondence will be provided the ranking official of the Jamaica Mail Handler Union.

### 4. Notification

All Mail Handlers selecting a choice or non choice vacation pick in increments of one (1) week in accordance with all the applicable regulations in the National and Local Agreements will be provided an approved 3971 within 2 weeks of the closing of the choice and non choice vacation selection periods.

### 5. Part Time Regulars

Part Time Regular Vacation selection procedures shall be identical to the procedures utilized for Full Time Regulars and Part Time Flexibles except that the Part Time Regulars will be treated as a separate and distinct group of employees.

### 6. Reassigning within the Jamaica Post Office

Employees reassigning from one mailhandler assignment to another within the Jamaica NY Post Office after vacation selections have been made will be allowed to keep his/her initial selection as long as that selection is available at their new facility. If not, they will be entitled to another vacation selection for a comparable period of time.

7. Annual Leave In Less Than One (1) Week Increments (Daily)

- A) Daily annual leave requests (eg-less than one week increments) should be submitted as far in advance as possible to receive maximum consideration.
- B) Such requests when submitted on completed 3971's will be returned to the employee within 72 hours. Such requests shall not be unreasonably denied.

SECTION D - THE DURATION OF THE CHOICE VACATION PERIOD

The vacation period will commence the first full week in May and will run consecutively for 22 weeks.

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

- 1. The vacation period shall commence with the employee's basic work week.
- 2. The basic work week for vacation periods is defined as the five scheduled work days immediately following the employee's days of rest.

SECTION F - WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST SELECTIONS TWO DURING THE CHOICE VACATION PERIOD, IN UNITS OF 5 OR 10 DAYS OR 15 DAYS

- 1. A mailhandler employee can select no more vacation time off in the choice vacation period that that which he/she has earned in accordance with Article 10 of the National Agreement.
- 2. Notwithstanding the proviso set forth in #1 above, an employee can request additional vacation time off in increments of one (1) week in the choice vacation period subject to the needs of the service.
- 3. An employee can select one, two or three vacation selections in increments of 15 days; 10 and 5 days; or 5, 5 and 5 days for a total of 15 days annual leave as long as they have earned annual leave to their credit in accordance with Article 10 of the National Agreement.
- 4. All vacation selections will be in strict seniority order.

5. A mailhandler employee who relinquishes his/her choice vacation selection is not automatically guaranteed a new choice vacation period. Notwithstanding the foregoing local management will review any such case on an individual basis in an attempt to afford said individual an alternative choice vacation selection.
6. Any choice vacation selection relinquished two weeks prior to the actual date will be made available to other mailhandlers as long as they are improving their selection but not increasing the amount of earned annual leave time off they are entitled to.

SECTION G - WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO CHOICE VACATION PERIOD

1. Employees serving Jury Duty and/or Military Duty during their previously selected choice vacation period selection will be allowed to initiate a new choice vacation selection without penalty from among any weeks remaining in the choice vacation period.
2. Requests by the ranking official of the Mailhandler Union for time during the choice vacation period to attend National and State Union Conventions will not be charged to the employees choice vacation period selection as long as local management is advised of same in writing one (1) week prior to the beginning of the choice vacation period.

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

1. The maximum number of employees that will be off in the choice vacation period on a weekly basis will be determined by multiplying the number of employees in each earned leave category (eg.- 13 days; 20 days; 26 days) by the number of weeks allotted in the choice vacation period for each employee. Then divide the total number of weeks by the established number of weeks in the choice vacation period (see Section D above).
  - A. Employees earned annual leave category will be determined as of the 1st day of the new leave year each year.

B. Example:

Employees Earned Leave Category	Number of Employees Per Tour	Weeks Annual Leave Allotted	Total
13 Days	10	2	20
20/26 Days	34	3	102
			<u>122weeks</u>

- 22 CVP weeks divided into 122 = 5.5 employees off per week
- As a result, 11 weeks would have 5 employees off and 11 weeks would have 6 employees off.

- C. Whenever the number off in any one (1) week computes to less than (1) mailhandler employee off, the fraction will be rounded up to one (1) employee,
- D. Fractional time will be divided over the course of the choice vacation period. Whenever the fractional percentages are to be apportioned, that decision will be made by the ranking union official of the Mailhandlers Union.
- E. In the Jamaica GPO this formula will apply to each tour.

SECTION I - THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR HIM/HER

See Section C, item #4 above.

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

- 1. Management shall notify each employee and post on appropriate bulletin boards the beginning date of the new leave year, which shall be the first day of the first full pay period of the new calendar year. It will be Managements obligation to disseminate this date to all Mailhandlers within one (1) week of the Postal Bulletin announcing this date.
- 2. A copy will be provided the ranking official of the Jamaica Mailhandler Union.

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

The non-choice vacation period will consist of all weeks other than the choice vacation period and the month of December consistent with the established leave year as set forth in the Postal Bulletin.

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

- 1. The Overtime Desired Lists 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
- 2. Overtime Desired Lists shall be on a rotating basis by seniority order on each specific tour of duty with employees signing up in accordance with the provisions set forth in Article 8.5A of the National Agreement.



3. Employees may remove their names from any of the Overtime Desired Lists at anytime during the quarterly period. However once removed they cannot rejoin the Overtime Desired List for the balance of the quarter.
4. The Union shall be provided with one (1) copy of the Overtime Desired Lists on a quarterly basis.
5. Mailhandler craft overtime work may not be given to other craft employees.

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

1. All employees 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 employees physician or other medical practitioner and consistent with the needs of the service as long as such work does not displace or is not to the detriment of a full time career regular mailhandler properly holding a bidded position.
2. Every reasonable 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.
3. Consistent with Management's obligation under Article 13 of the 1990-93 National Agreement, if no light duty work is available within the Mailhandler craft every reasonable effort shall be made to assign the employee requesting light duty, to work in other crafts within their level.
4. 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.

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 mailhandler employee holding a bid position will be displaced or adversely affected by a mailhandler seeking a light duty assignment.
2. Light duty assignments will require 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. Each case will be handled on a individual basis.

SECTION O - 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 documented in N2 above.
2. The following assignments and/or functions shall be considered light duty work if found to be within the limitations prescribed as acceptable by medical, dental, optical, chiropractic or other certification.
  - a. Rewrap sections
  - b. Cutting/facing/traying of letter or flat mail
  - c. Culling mail on belts
  - d. Dressing racks/sack examination
  - e. Elevator operator
  - f. Banding and Strapping
  - g. Tying out of mail
  - h. Sweeping of letter and flat cases
  - i. Mail prep
  - j. Collection of mail from letter drops
  - k. Folding cardboard trays
  - l. Answering telephones
  - m. Operating copy machines
  - n. Patching damaged letters
  - o. Hand stamping
  - p. Cancellation of mail
  - q. Loading mail on ledges
  - r. Spreading carrier mail
  - s. All or any combination of the above
  - t. Other work not limited to the above
3. Light duty assignments will be made available to all career mailhandler employees even if it reduces the number of casual hours as long as such assignment is consistent with the employees submitted medical certification and the service needs of the USPS.
4. Management recognizes its obligation where possible to provide modifications to the work area or work methods to accommodate an employees physical limitations.
5. Light duty employees shall be eligible to bid to another position as set forth in the National Agreement.
6. Light duty employees shall be eligible for overtime work, if it is within his or her limitations in accordance with the National Agreement.

SECTION P - IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION

1. When it is proposed to permanently reassign employees deemed excess to the needs of a section or to excess a section entirely, the following shall apply.
  - A. The section will be defined as the tour and building where mailhandler employees are assigned mailhandler work. This definition of a section is applicable for the purpose of this section only.
2. When it is necessary to abolish job bids (duty assignments) within a section, consultation must be made with the ranking official of the Jamaica Mailhandler Union. When it is necessary to abolish at least one of two or more identical job bids, the job(s) abolished shall be in juniority order.

SECTION Q - THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

1. One parking space will be reserved for the ranking Mail Handler Union official at the Jamaica MPO. Visiting Local 300 Mailhandler Union officials, upon advice to the Postmaster's Office, will be provided a temporary space.
2. Management will provide adequate parking to Mailhandler craft employees on a first come first serve basis at the Jamaica MPO.

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

See Section G item #1 above.

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, Section .3B5, in order to cause a duty assignment to be reposted due to a change in duties or principle assignment area, the duty assignment must either be changed to another building or tour. The ranking official of the Jamaica Mailhandler Union shall be notified before affectuating such a change.
2. In accordance with the provisions set forth in Article 12, Section.3C, posting and bidding for preferred duty assignments shall be installation wide.

3. Employees awarded a new bid upon duty assignment in the same or higher level shall be given every reasonable opportunity to qualify for the new duties if necessary.
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:
  - 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 in by seniority order.
  - B. When the section as described in (A) above reopens, the recall to the section of previously excessed employees shall be in seniority order.
5. In accordance with the provisions set forth in Article 12, Section.4, a section is defined as the tour and building.
6. In accordance with the provisions set forth in Article 12, Section.6C4a, a section is defined the same as in provision five (5) above.

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

Posting of Duty Assignments

1. The ranking official of the Jamaica Mailhandler Union shall be notified of when any vacancies exist in Mailhandler job bid assignments and given prior notice to review all vacant and newly created positions.
2. When it is proposed to revert or abolish any job bid, the ranking official of the Jamaica Mailhandler Union shall be appraised of this intent in advance.
3. Vacant duty assignments to be posted for bidding for full time career regular employees, shall be posted on a thirty (30) day bid cycle except for the month of December. Duty assignments will be posted for ten (10) days and employees will be notified of successful bids within ten (10) days of the closing of the bids.
4. All job bids posted for bidding shall contain a description of the duties and responsibilities of the job bid in addition to the other information set forth for bidding in Article 12.3D.

## SUBSECTION - LOCAL IMPLEMENTATION SENIORITY, REASSIGNMENTS, POSTING

### SENIORITY

1. Management shall provide the Union with one (1) copy of the Mailhandler seniority lists on a quarterly basis.
2. All job bids shall be awarded on the basis of craft seniority.
3. When it is proposed to voluntarily or involuntarily place employees from another craft into the mailhandler bargaining unit, those employees from the other crafts shall be placed at the foot of the part-time flexible seniority list, or if all 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 lists. No mailhandler shall lose craft seniority in those circumstances.

### REASSIGNMENTS

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.

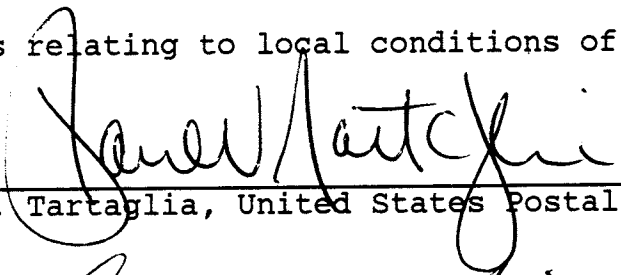
### MISCELLANEOUS

1. 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.
2. Management will supply appropriate bulletin boards on each floor, under glass, for use by the Union.

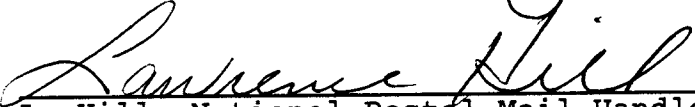
MEMORANDUM OF UNDERSTANDING FOR LOCAL 300

This Memorandum of Understanding is entered into on 6/1/91 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 Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

For:

  
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P. Tartaglia, United States Postal Service

For:

  
\_\_\_\_\_  
L. Hill, National Postal Mail Handlers Union