

MAIL HANDLERS CRAFT
LOCAL MEMORANDA OF UNDERSTANDING
BETWEEN NEW YORK POST OFFICE 11101-9998
AND
LOCAL #300, LONG ISLAND CITY BRANCH
THE NATIONAL POSTAL MAIL HANDLERS
DIVISION OF LABORERS' INTERNATIONAL
UNION OF NORTH AMERICA, AFL-CIO
1998-2000

NATIONAL POSTAL MAIL HANDLERS UNION
LOCAL IMPLEMENTATION/NEGOTIATIONS - 1990

ITEM A. ADDITIONAL OR LONGER WASH- UP PERIODS.

1. Wash-up time of seven (7) minutes immediately prior to lunch and seven (7) minutes immediately prior to the end of tour shall be granted to all Mail Handlers.
2. Mail Handlers will not be denied wash-up time.
3. Mail Handlers who come into contact with toxic materials shall be granted appropriate wash up time as determined by the supervisor.

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

1. 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:
 - a. Consideration will be given to, but shall not be limited to such acts of God as fire, civil disorder, flood, inclement weather such as blizzards, snow-storms, and extremes in temperatures, as well as tornado warnings or conditions.
 - b. In the event of bomb threats or scare, tornado warnings, riots, and/or other emergencies of like nature, the following shall apply:
 - bl. Bomb threats and scare. All Mail Handler bargaining unit employees will be evacuated from the premises, if deemed necessary by installation head or designee until such time as the installation head or designee deems facility safe.

- b2. Hurricane/Tornado Warnings. All personnel will be moved to the safest part of the building under the guidelines of Tornado Procedure, handed down by and in accordance with the Federal Safety Program.
 - b3. Riots. Consideration will be given to employee's need to be off in cases where there are riots.
- 2. Consideration shall also be given to, but not limited to the following environmental conditions within the building:
 - a. Building temperature and climate control, power failures, lack of water, sanitary and restroom facilities, asbestos removal or other situations of like nature.
- 3. 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.
- 4. Postal officials shall consider the safety of the employees as their primary concern, taking appropriate actions to protect those employees, which would include, but is not limited to full consideration of an employee's request for relief in the form of a temporary or permanent transfer or detail to another work area, or of appropriate leave to be granted. In this situation, the leave shall not be unreasonably denied.
- 5. To the greatest extent practicable, the ranking official or representative of the union on duty will be notified and apprised of the situation, should the above conditions exist.

6. 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. Employees requesting Administrative Leave may be approved for Annual Leave/LWOP at their discretion, pending resolution of whether Administrative Leave will be granted.

ITEM C. FORMULATION OF LOCAL LEAVE PROGRAM.

1. All scheduled annual leave requests will be on a strict seniority basis. Any employee may waive his/her vacation for the purpose of accumulating thirty (30) days.
2. Employees shall be granted annual leave or leave without pay on their birthdays if requested three (3) calendar days in advance by submitting Form 3971. When an employee's birthday falls on his/her non-scheduled day, the first preceding work day shall be their designated birthday. Approval of leave on that day may be granted at management's discretion.
3. Vacation selections shall be posted for each tour at the Main Office and Parcel Post Station and the Administrative Vice President shall receive four (4) copies.
4. No minimum sick leave balance shall be established below which an employee's sick leave record would be considered unsatisfactory.
5. Employee shall be granted up to three (3) days sick or annual leave at his option, for substantiated death in the immediate family defined as parent, child, brother, sister or spouse.

6. Employees regularly assigned as acting supervisors shall make vacation selections with the supervisors in the units to which they are assigned.

ITEM D. DURATION OF THE CHOICE VACATION PERIOD.

1. The choice vacation period will be twenty two (22) consecutive weeks commencing on the last Saturday in April.
2. A Mailhandler who has a picked vacation during the year, but has no annual leave to cover it, may decline or accept his vacation time on LWOP as authorized by the Postmaster, or designee.
3. Seniority will prevail as the main criteria for selecting vacant slots in the vacation schedule.

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

1. A mailhandler whose basic work week includes a Saturday and/or Sunday shall not be required to work the Saturday and Sunday at the immediate conclusion of his/her vacation. A request for annual leave for the Saturday or Sunday at the start of his/her vacation must be submitted for approval to the General Supervisor Mail Processing.
2. All employees shall be permitted two (2) selections during the choice vacation period, in units of either five (5) or ten (10) working days, the total not to exceed the ten (10) or fifteen (15) days permitted in Article X of the National Agreement.

3. The union will be given four (4) copies of the vacation list.
4. The union shall decide if it's members may pick their five (5) weeks in one (1) or two (2) separate picks.

ITEM F. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF FIVE (5), TEN (10) OR FIFTEEN (15) DAYS.

1. Employees will pick choice vacation slots by seniority order in rounds under the following options:
 - a. In the first round of picks, employees may choose either one FIFTEEN (15) day pick or one combination pick of FIVE (5) and TEN days at the employee's option.
 - b. For each subsequent round of picks, employees may choose in increments of either one FIVE (5) day pick or one TEN (10) day pick, if available.
 - c. Total should not exceed fifteen (15) days in prime time unless approved by management.
2. An employee at his or her option may forego a choice during any round of picks.
3. At any time, with two (2) weeks notice, an employee may cancel a vacation choice. Management will then make that choice available to other employees by posting the vacated choice on appropriate bulletin boards. Employee must have leave to bid for the vacated weeks and should not exceed the fifteen (15) day prime time period, unless approved by management.
4. Requests for annual leave, throughout the year, other than during choice vacation periods shall not be unreasonably denied.

5. Exceptions to the above provisions may be made by mutual consent of the parties.
6. There will be no pre-scheduled Annual Leave in December.

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

1. Full time employees on jury duty, and no more than three (3) employee members of the mailhandlers union attending a national or state convention, will not be charged to the choice vacation period, unless they so desire.

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

1. One (1) Mail Handler per tour in the Main Office and one (1) Mail Handler per tour in the Parcel Post Station will be allowed off per week, during the choice vacation period.

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

1. Four (4) copies of each vacation schedule for all tours at Main Office and Parcel Post will be given to Administrative Vice President.
2. Four (4) copies of any Annual Leave picked outside the normal vacation picks shall be given to the Union.

3. Notification to each employee as to his/her Annual Leave pick will be in accordance with Section 512.42 of the Employee and Labor Relations Manual, wherein each employee will be provided a duplicate copy of the 3971 submitted, after it has been acted upon by local management's designee.

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

1. Mailhandlers will be notified of the date of the beginning of the new leave year by November 1st, by posting on bulletin boards, and picking of vacations will begin in January.
2. Four (4) copies of the posting of November 1st should be sent to the Union. These copies shall be within one (1) week of the November 1st posting.

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

1. Requests for Annual Leave, throughout the year, shall not be unreasonably denied.
2. Application will be made on Form 3971, in duplicate, with a copy returned to the employee upon authorization or other action.
3. All leave requests shall be acted upon as expeditiously as possible.

4. Employees are not barred from making requests for increments of five (5) days or less, including parts of individual workdays.
5. All requests by one (1) Union Official for Annual Leave or LWOP shall not be denied except in extreme emergency, if possible, request for more than one will be given consideration by General Supervisor, Mail Processing.

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

1. The Overtime Desired List shall be established by tour and buildings, with columns for:
 - a. Non-scheduled (Extra Day).
 - b. Before tour.
 - c. After tour.
2. The Overtime Desired List shall be on a rotating basis by seniority order, 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 the Overtime Desired List at any time during the quarterly period.
4. The Union shall be provided with two (2) copies of the Overtime Desired List, on a quarterly basis.
5. Mail Handler craft overtime work may not be given to other craft employees.
6. Exceptions may be granted upon permission of the ranking Union official.

ITEM 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 employee's physician or other medical practitioner, as long as such work does not displace, or is not to the detriment of a full time career regular Mail Handler properly holding a bidded position within a duty assignment.
2. Every effort shall be made to keep the employee on his or her own tour of duty and hours of work, with the same days of rest.
3. One (1) permanent light duty assignment in the Mailhandler craft will be held. Additional positions will be a matter of discussion between the Postmaster and the ranking craft official.
4. Consistent with Management's obligation under Article 13 of the 1990-1993 National Agreement, if no light duty work is available within the Mail Handler craft, every effort shall be made to assign the employee requesting light duty, to work in other crafts.
5. Written requests for light duty will be made to the Installation Head and must include written medical documentation.

The above replaces Item(s) 15 & 16 of the prior local memorandum.

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. No career full time regular employee will be displaced or adversely affected by 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 permit light duty requests of eight (8) hours or less.
3. For periods in excess of eight (8) hours, or if specifically requested by management, medical documentation must be provided.

Replaces Item # 17 in previous memorandum.

ITEM O. IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY.

1. 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, chiro practic 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. Banding and strapping.
 - f. Tying out of mail.
 - g. Sweeping of letter and flat cases.
 - h. Mail prep.
 - i. Collection of mail from letter drops.
 - j. Folding cardboard trays.
 - k. Desk work.

- l. Simple distribution of case mail.
 - m. Answering telephones.
 - n. Operating copy machines.
 - o. Patching damaged letters.
 - p. Hand stamping.
 - q. Cancellation of mail.
 - r. Administrative messenger.
 - s. Loading mail on ledges.
 - t. Laying out carrier mail.
 - u. All or any combination of the above.
 - v. Other work not limited to the above.
2. Light duty assignments will be made available to all career employees, consistent with medical documentation and operational needs, even if it reduces the number of casual hours.

ITEM 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. The identification of assignments comprising a section for mailhandlers of Branch # 300, when it is proposed to reassign within an installation, employees excess to the needs of a section, are as follows:

Main Office Tour 1 platform and elevator.
Main Office Tour 1 inside.
Main Office Tour 2 platform and elevator.
Main Office Tour 2 inside.
Main Office Tour 3 platform and elevator.
Main Office Tour 3 inside.
Parcel Post Station Tour 1.
Parcel Post Station Tour 2.
Parcel Post Station Tour 3.

ITEM Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

1. The Long Island City Post Office does not have any employee parking space at any of it's facilities, but the Postmaster will continue to make a survey to see if any space can be made available for parking. When possible, the Administrative Vice President will have parking priveleges made available to him on the property of the building he is assigned to or visiting.
2. Management of the Long Island City Post Office will provide parking spaces wherever and whenever possible for Local # 300 officials on business at the Long Island City, NY Post Office.

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. Withdrawn (See Section G)

ITEM 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 principal assignment area, the duty assignment must be changed to another building, or work area outside of the original area, or the specific duties would have to change by at least fifty percent (50%) as determined by the AVP or ranking Union official or representative.
2. A change or reposting of a duty assignment will be made only after notification to 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.
4. Employees awarded a new bid upon duty assignment in the same or higher level shall be given every opportunity to qualify for the new duties if necessary.
5. In accordance with the provisions set forth in Article 12, Section .3E3e, those employees subject to excessing from a section and not covered by Article 25, shall be as follows, after casuals, employees from other crafts, and PTF's.
 - a. The order of movement from a section will be by juniority. When more than one employee is being excessed simultaneously or the whole section is being excessed simultaneously, and there is more than one section that will be gaining the excessed employees, those employees shall be given the choice of which section they will choose to work in by seniority order.
 - b. When the section as described in (a) above re-opens, the recall to the section of previously excessed employees shall be by seniority order.
6. Sections are defined in Section P-1 above.

ITEM T. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY REASSIGNMENTS AND POSTING.

POSTING OF DUTY ASSIGNMENTS

1. The AVP or other ranking Union official or representative shall be notified of when any and all vacancies exist in Mail Handler duty assignments and given prior notice to review all vacant and newly created positions.

2. When it is proposed to revert or abolish any duty assignments, the ranking Union official or representative shall be apprised of this intent in advance. Abolishments and reversions will not be effected without the notification of the ranking Union official or representative.
3. No employee will hold a "utility" or labor pool duty assignment.
4. 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.
5. All duty assignments posted for bidding shall contain a specific description of assigned duties in addition to the other information set forth for bidding in Article 12.3D.
6. All duty assignments for full time career regular employees shall have a fixed basic work schedule with consecutive days of rest (to the greatest extent practicable). Management will optimize those duty assignments with weekend days of rest.
7. All Part-time flexible employees shall have consecutive days of rest as far as practicable. In no event may a PTF be assigned split days of rest if mailhandler casualls are employed or mailhandler casualls have consecutive days of rest.
8. 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 semi-annual basis or whenever requested. This includes copies of jobs lists.

2. All duty assignments shall be awarded on the basis of craft seniority.
3. All daily assignments shall be made on the basis of seniority within specific work locations.
4. 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 part-time flexibles are converted to career full-time regular status, The employees from the other crafts may go to the foot of the career full-time regular seniority list. No Mail Handler shall lose craft seniority in those circumstances.

REASSIGNMENTS

1. No Mail Handler properly holding a duty assignment or position within a duty assignment shall be bumped or displaced from that position or duty assignment.
2. No employee will replace a Mail Handler having been excessed from his or her duty assignment.
3. When more than one employee is being excessed from a section and the reassignments are being made to more than one section, those employees being reassigned shall have the option of choosing the section of reassignment on the basis of seniority, as far as practicable.

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 and meetings.
2. Management will supply appropriate bulletin boards on each floor, under glass, for use by the Union.
3. Administrative Vice President and Official Stewards may use Postal phone for local calls relating to the administration of the National Agreement. A supervisor must grant permission to use the phone.
4. The Public Address System may be used for official business relating to work conditions, such as: overtime, etc. A supervisor must grant permission for all messages for the public address system. Permission shall not be unreasonably denied.
5. The President and/or his designee, including designated stewards shall be afforded prompt, proper, and due recognition by all supervisory personnel and management officials at all stations and branches and the Main Post Office in the Long Island City Post Office in carrying out their duties, responsibilities and obligations under this Memorandum of Understanding and the National Working Agreement.
6. Benefits granted to other exclusive unions shall not exceed those granted to Long Island City Branch Mailhandlers Local #300.
7. The Union will be supplied with fifteen (15) copies of this full Local Agreement and guidelines, put together and stapled.

8. Flexi's may submit applications in accordance with Article 42, Section 1D6 and when there are no bids by regulars, the senior PTFs applicants will receive the position, of course this position will be subject to the usual reduction of hours stated for a Flexi's position.
9. The Union will be supplied with a copy of each job position listed in Article 42, Section(s) H1, H2 and H3, also any new jobs added to the Mailhandler Craft.
10. If Sub-committees are deemed necessary, the membership of such Committees and the specified time to submit a report shall be decided at monthly meetings. Such membership shall be in the ratio of 50-50, equally divided between Management and Labor. The Postmaster shall make a disposition of the agenda items submitted by the Sub-committee as soon as possible from receipt of the Committee's report.
11. There will be no interruptions at the Labor Management Meetings within reason.
12. All correspondence between Management and the Administrative Vice-President regarding working conditions, welfare of employees, personnel practices and policies, etc. shall be acknowledged within five (5) days exclusive of Saturdays, Sundays and holidays, and answered at the earliest possible date. If given in writing, it shall be answered in writing.
13. Every courtesy shall be made by Management to accord the same respect, dignity and courtesy to Stewards and/or Chief Stewards that the Postmaster expects the Stewards to accord management.
14. Any problem as to which steward is to be recognized under Article 17, Section 3 in the case of two (2) or more different unions, Article 1 shall be the guide.

15. Where on the job training requires the designation of an employee instructor, such instructor shall be chosen from the mailhandler craft by the ranking union representative, provided the selectee has the necessary knowledge and qualifications, with approval of the installation head.
16. Union officials of the Branch #300 shall be permitted to hold meetings, if room is available, at the Main Office Building, provided management is given at least one (1) day's advance notice and that the employees are off the clock.
17. If there are mailhandlers working at the time of the meetings in Section 10, a minimum of one (1) will be able to use annual or LWOP for the time of the meeting.
18. Management will at all times keep a supply of gloves on hand for the mailhandlers.
19. Both parties to this agreement recognize the importance of the utmost cooperation in making use of all available equipment when loading and unloading trucks.
20. It is the employee's responsibility to prepare Form 5367 for unsafe equipment, or Form 1767 for unsafe conditions. Management's responsibility is to get the equipment in safe working order and to correct the unsafe conditions.
21. Overweight bags from other stations shall be written up by management, but it is incumbent upon the employee to report overweight sacks to his supervisor for corrective action.
22. It is the responsibility of management to provide safe working conditions in all present and future installations, and to develop a safe working force. The Unions shall cooperate with and assist management to live up to this responsibility. No employee shall be required to perform any hazardous duties without proper schooling and/or training.

23. Two (2) copies of Local Safety Meeting Minutes will be given to the Administrative Vice President.
24. Every effort will be made to resolve grievances at the Step 1 Level where and with whom they occur.
25. Since a discussion is a private matter between the employee and his supervisor, any discussion notes made by the supervisor shall not be placed in the employee folder.
26. When a mailhandler requests reinstatement to his job in accordance with Article 12, of the 1981 National Agreement, the Union shall be given a copy of the former employee's request for reinstatement and the United States Postal Service's answer.
27. The Local LIUNA Branch Union will be provided records in the administration of the grievance procedure consistent with Article 31 of the 1981 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: *Paul R. Spical* POSTMASTER
UNITED STATES POSTAL SERVICE

FOR: *Laurence Hill* N.Y. State Exec. Bd. Member
NATIONAL POSTAL MAIL HANDLERS UNION