

**MAIL HANDLER CRAFT
MEMORANDUM OF UNDERSTANDING**

BETWEEN

NEW YORK POST OFFICE 10199-9998

AND

LOCAL # 300, NEW YORK BRANCH

OF

THE NATIONAL POSTAL MAIL HANDLERS

DIVISION OF LABORERS' INTERNATIONAL

UNION OF NORTH AMERICA, AFL-CIO

2006-2011

PREFACE

This Local Memorandum of Understanding between the New York, New York Post Office Local #300, New York Branch of the National Postal Mail Handlers, shall remain in full force and effect up to and including 12:00 Midnight, **November 20, 2011**, unless both parties desire to terminate or modify it, for successive annual periods.

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*** SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING**

ITEM A: ADDITIONAL OR LONGER WASH-UP PERIODS

The parties agree that the existing 12 minute wash-up period before lunch and 15 minute wash-up period before the end of the tour is reasonable and shall be continued as in the **2000-2004** Local Memorandum of Understanding between Local 300, National Postal Mail Handlers Union, NY City Branch of the New York, New York Post Office. Local management will ensure that, during the general orientation period for newly hired Mail Handler employees, they are advised of their entitlement to a 12 and 15 minute wash-up period.

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. Termination of postal operations to conform to orders of local authorities, or as local conditions warrant because of emergency conditions, shall be based upon information available and received from local, state and national authorities, and other official sources.
2. When local emergency conditions warrant wholesale closing of businesses and public transportation is sharply curtailed, local management will make every reasonable effort to disseminate information to Mail Handler union representatives regarding orders of local authorities or as local conditions warrant.
3. Management will consult with the Union concerning the appropriate action to be taken, where the emergency is of such a nature that advance notice is possible.
4. All consideration will be given by the Installation Head to Acts of Nature, physical limitations and other situations such as riots and bomb scares, wherein such jeopardizes the safety and health of Mail Handler employees. Local management will take every action to comply with Section 519 of the Employee & Labor Relations Manual.
5. Management will avail **itself** of all public media to notify employees of any changes resulting from the above.
6. These procedures will also apply to conditions which could have a significant negative impact on the Safety and Health of Mail Handler employees. In evaluating these situations, recognized standards (e.g. OSHA, EPA, and Postal Regulations) shall be considered.
7. Management will take all reasonable offsetting steps to ensure inside temperature recommendations, established by the USPS and as specified in Maintenance Series Handbook – **MS 49** and related documents, are maintained.
8. In light of making employee safety and health the primary concern, postal officials shall take appropriate actions to protect employees. When emergency conditions exist, consideration will be given to an employee's request for appropriate relief by a temporary transfer to another work area or of a leave request. The type of leave requested shall be determined by the Mail Handler, while approval shall be determined by management. The requested leave shall not be unreasonably denied.
9. Management shall formulate and publicize Standard Operating Procedures for potential emergency situations (e.g. bomb threats, suspicious parcels, fire). The parties acknowledge that legally "restricted" aspects of such contingency plans shall not be generally publicized.

ITEM C: FORMULATION OF LOCAL LEAVE PROGRAM

1. When a request for leave has been submitted in advance, and has been denied, an employee shall be given the reason for the denial in writing.
2. Part-time flexible Mail Handlers shall be given a minimum of 12 hours swing between tours unless they agree otherwise.
3. When an employee requests vacation in excess of the number of days specified in the approved vacation schedule, such request shall be granted in accordance with seniority regulations, provided this additional leave does not deprive any other employee of his first choice for scheduled vacation.
4. A request for extended annual leave beyond that earned for the current leave year and carried over from previous leave year(s) may be granted, provided it is in accordance with seniority regulations and business conditions permitting.
5. Employees at their request shall be granted permission to withhold vacation until the following year, provided that the total number of hours held over does not exceed 440 hours. No two selections in units of 5, 10 or 15 workdays during the weeks of choice vacation period shall be assigned to an employee until all employees have had the opportunity of obtaining a choice selection.
6. When an employee is re-assigned to another station or unit, the vacation selection approved for this employee at his/her former station or unit remains valid.
7. During the month of November, a posting will be provided for the leave period prior to the choice vacation period. The choice vacation period and the balance of the leave year shall be posted in January.
8. A vacation bid form must be made available for each employee by the first Friday in February. They will be allowed up to 15 days to bid. Forms will be made available on all tours and in all work locations where Mail Handlers are assigned. A posting of Approved Vacation Schedules for the choice vacation period shall be placed on the employee bulletin boards within 30 days of the final date of submission of all applications for vacations during the choice period. Employee requested cancellations of vacation schedules or approved annual leave shall be submitted in writing to the employee's immediate supervisor, at least three (3) weeks in advance of the first day of the scheduled vacation. All cancellations will be promptly posted to afford employees from the section the opportunity to submit a vacation preference bid sheet.
9. The procedure for application for Annual Leave during the choice vacation period shall be as follows: the employee submits PS Form 3971 in triplicate to his/her immediate supervisor, no less than two days and no more than three weeks prior to the beginning date of such Annual Leave.
10. The remainder of the employer's Annual Leave may be granted at other times of the year as requested by the employee based upon operational needs.
11. Annual Leave may be granted during December. Employees may submit standard PS Form 3971 to their supervisors requesting Annual Leave for other than during the choice vacation period. The supervisor will approve or disapprove the request within two (2) days and, if disapproved, advise the employee in writing thereof.

12. It will be the responsibility of all employees to choose a sufficient vacation period in order to eliminate the possibility of forfeiting any vacation to their credit over 440 hours at the end of the leave year. The determination shall be based upon operational needs.

13. Annual Leave requests for the same day for periods of less than eight (8) hours shall be acted upon within a reasonable amount of time after the PS Form 3971 has been submitted to the employee's supervisor. The determination should not be unduly delayed from the time the PS Form 3971 is submitted and should not be unreasonably denied.

14. To avoid unscheduled absences and to encourage proper use of leave, employees working within the same job title, tour and within the same section, should not be unreasonably denied the right to temporarily swap non-scheduled days within the same service week. This is to be done via properly completed PS Form 3189.

15. Annual Leave or Leave Without Pay requested by a bona-fide Union representative due to emergent union business should be granted. The request should normally be on PS Form 3971. This is verified by the President or designee of the union contacting the Manager, Labor Relations within the requested tour.

16. The following positions will bid separately for vacation at their respective facility:

Mail Handlers
Mail Handler Equipment Operators
Mail Processing Machine Operators

ITEM D: THE DURATION OF THE CHOICE VACATION PERIOD

1. The Choice Vacation Period shall be 22 weeks:

April 5, 2008 – September 5, 2008

April 11, 2009 – September 11, 2009

April 10, 2010 – September 10, 2010

April 9, 2011 – September 9, 2011

2. The maximum number of vacation days to be granted during choice vacation periods.

<u>Leave Bracket Number</u>	<u>Number of Annual Leave Days Earned Per Year</u>	<u>Max. No. of A/L Days to be Granted in Choice Periods</u>	<u>Number of Annual Leave Days Remaining</u>
1	13	10	3
2	20	15	5
3	26	15	11

3. If after the initial sign-up period is completed and vacant weeks still exist on the vacation sign-up list, Mail Handlers will be allowed to select any vacant weeks, as per Article 10.5C of the National Agreement. All requests for vacant weeks, which are submitted seven (7) days or more in advance of the leave period, will be honored on the basis of Tour seniority. Every reasonable effort shall be made to grant requests for vacant weeks submitted less than seven (7) days in advance of the leave period.
4. The attached charts reflect the established vacation weeks for Leave Years **2008-2011** for regular Mail Handler and PTF Mail Handler employees.

REGULAR MAILHANDLER EMPLOYEES

CHOICE VACATION PERIOD – 2008

WEEK	DATES	PERCENTAGES
1	April 5, 2008 to April 11, 2008	13%
2	April 12, 2008 to April 18, 2008	13%
3	April 19, 2008 to April 25, 2008	13%
4	April 26, 2008 to May 2, 2008	13%
5	May 3, 2008 to May 9, 2008	13%
6	May 10, 2008 to May 16, 2008	13%
7	May 17, 2008 to May 23, 2008	13%
8*	May 24, 2008 to May 30, 2008	13%
9	May 31, 2008 to June 6, 2008	13%
10	June 7, 2008 to June 13, 2008	13%
11	June 14, 2008 to June 20, 2008	15%
12	June 21, 2008 to June 27, 2008	15%
13*	June 28, 2008 to July 4, 2008	15%
14	July 5, 2008 to July 11, 2008	15%
15	July 12, 2008 to July 18, 2008	15%
16	July 19, 2008 to July 25, 2008	15%
17	July 26, 2008 to August 1, 2008	15%
18	August 2, 2008 to August 8, 2008	15%
19	August 9, 2008 to August 15, 2008	15%
20	August 16, 2008 to August 22, 2008	15%
21	August 23, 2008 to August 29, 2008	15%
22*	August 30, 2008 to September 5, 2008	15%

ADDITIONAL NON CHOICE LEAVE PERIODS WHICH EMPLOYEES MAY REQUEST

- September 6, 2008 to September 12, 2008
- September 13, 2008 to September 19, 2008
- September 20, 2008 to September 26, 2008
- September 27, 2008 to October 3, 2008
- October 4, 2008 to October 10, 2008
- *October 11, 2008 to October 17, 2008**
- October 18, 2008 to October 24, 2008
- October 25, 2008 to October 31, 2008
- November 1, 2008 to November 7, 2008
- *November 8, 2008 to November 14, 2008**
- November 15, 2008 to November 21, 2008
- *November 22, 2008 to November 28, 2008**

*Denotes Holiday Week

THERE IS NO REQUIRED PERCENTAGE OF EMPLOYEES TO BE AWARDED LEAVE DURING THE NON-CHOICE PERIODS

PTF MAILHANDLER EMPLOYEES

CHOICE VACATION PERIOD – 2008

WEEK	DATES	PERCENTAGES
1	March 1, 2008 to March 7, 2008	10%
2	March 8, 2008 to March 14, 2008	10%
3	March 15, 2008 to March 21, 2008	10%
4	March 22, 2008 to March 28, 2008	10%
5	March 29, 2008 to April 4, 2008	10%
6	April 5, 2008 to April 11, 2008	10%
7	April 12, 2008 to April 18, 2008	10%
8	April 19, 2008 to April 25, 2008	10%
9	April 26, 2008 to May 2, 2008	10%
10	May 3, 2008 to May 9, 2008	10%
11	May 10, 2008 to May 16, 2008	10%
12	May 17, 2008 to May 23, 2008	10%
13*	May 24, 2008 to May 30, 2008	10%
14	May 31, 2008 to June 6, 2008	10%
15	June 7, 2008 to June 13, 2008	10%
16	June 14, 2008 to June 20, 2008	10%
17	June 21, 2008 to June 27, 2008	10%
18*	June 28, 2008 to July 4, 2008	10%
19	July 5, 2008 to July 11, 2008	10%
20	July 12, 2008 to July 18, 2008	10 %
21	July 19, 2008 to July 25, 2008	10%
22	July 26, 2008 to August 1, 2008	10%
23	August 2, 2008 to August 8, 2008	10%
24	August 9, 2008 to August 15, 2008	10%
25	August 16, 2008 to August 22, 2008	10%
26	August 23, 2008 to August 29, 2008	10%
27*	August 30, 2008 to September 5, 2008	10%

*Denotes Holiday Week

REGULAR MAILHANDLER EMPLOYEES

CHOICE VACATION PERIOD – 2009

WEEK	DATES	PERCENTAGES
1	April 11, 2009 to April 17, 2009	13%
2	April 18, 2009 to April 24, 2009	13%
3	April 25, 2009 to May 1, 2009	13%
4	May 2, 2009 to May 8, 2009	13%
5	May 9, 2009 to May 15, 2009	13%
6	May 16, 2009 to May 22, 2009	13%
7*	May 23, 2009 to May 29, 2009	13%
8	May 30, 2009 to June 5, 2009	13%
9	June 6, 2009 to June 12, 2009	13%
10	June 13, 2009 to June 19, 2009	15%
11	June 20, 2009 to June 26, 2009	15%
12	June 27, 2009 to July 3, 2009	15%
13*	July 4, 2009 to July 10, 2009	15%
14	July 11, 2009 to July 17, 2009	15%
15	July 18, 2009 to July 24, 2009	15%
16	July 25, 2009 to July 31, 2009	15%
17	August 1, 2009 to August 7, 2009	15%
18	August 8, 2009 to August 14, 2009	15%
19	August 15, 2009 to August 21, 2009	15%
20	August 22, 2009 to August 28, 2009	15%
21	August 29, 2009 to September 4, 2009	15%
22*	September 5, 2009 to September 11, 2009	15%

ADDITIONAL NON CHOICE LEAVE PERIODS WHICH EMPLOYEES MAY REQUEST

September 12, 2009 to September 18, 2009
 September 19, 2009 to September 25, 2009
 September 26, 2009 to October 2, 2009
 October 3, 2009 to October 9, 2009
***October 10, 2009 to October 16, 2009**
 October 17, 2009 to October 23, 2009
 October 24, 2009 to October 30, 2009
 October 31, 2009 to November 6, 2009
***November 7, 2009 to November 13, 2009**
 November 14, 2009 to November 20, 2009
***November 21, 2009 to November 27, 2009**

*Denotes Holiday Week

THERE IS NO REQUIRED PERCENTAGE OF EMPLOYEES TO BE AWARDED LEAVE DURING THE NON-CHOICE PERIODS

PTF MAILHANDLER EMPLOYEES

CHOICE VACATION PERIOD – 2009

WEEK	DATES	PERCENTAGES
1	March 7, 2009 to March 13, 2009	10%
2	March 14, 2009 to March 20, 2009	10%
3	March 21, 2009 to March 27, 2009	10%
4	March 28, 2009 to April 3, 2009	10%
5	April 4, 2009 to April 10, 2009	10%
6	April 11, 2009 to April 17, 2009	10%
7	April 18, 2009 to April 24, 2009	10%
8	April 25, 2009 to May 1, 2009	10%
9	May 2, 2009 to May 8, 2009	10%
10	May 9, 2009 to May 15, 2009	10%
11	May 16, 2009 to May 22, 2009	10%
12*	May 23, 2009 to May 29, 2009	10%
13	May 30, 2009 to June 5, 2009	10%
14	June 6, 2009 to June 12, 2009	10%
15	June 13, 2009 to June 19, 2009	10%
16	June 20, 2009 to June 26, 2009	10%
17	June 27, 2009 to July 3, 2009	10%
18*	July 4, 2009 to July 10, 2009	10%
19	July 11, 2009 to July 17, 2009	10%
20	July 18, 2009 to July 24, 2009	10%
21	July 25, 2009 to July 31, 2009	10%
22	August 1, 2009 to August 7, 2009	10%
23	August 8, 2009 to August 14, 2009	10%
24	August 15, 2009 to August 21, 2009	10%
25	August 22, 2009 to August 28, 2009	10%
26	August 29, 2009 to September 4, 2009	10%
27*	September 5, 2009 to September 11, 2009	10%

*Denotes Holiday Week

REGULAR MAILHANDLER EMPLOYEES

CHOICE VACATION PERIOD – 2010

WEEK	DATES	PERCENTAGES
1	April 10, 2010 to April 16, 2010	13%
2	April 17, 2010 to April 23, 2010	13%
3	April 24, 2010 to April 30, 2010	13%
4	May 1, 2010 to May 7, 2010	13%
5	May 8, 2010 to May 14, 2010	13%
6	May 15, 2010 to May 21, 2010	13%
7	May 22, 2010 to May 28, 2010	13%
8*	May 29, 2010 to June 4, 2010	13%
9	June 5, 2010 to June 11, 2010	13%
10	June 12, 2010 to June 18, 2010	13%
11	June 19, 2010 to June 25, 2010	15%
12	June 26, 2010 to July 2, 2010	15%
13*	July 3, 2010 to July 9, 2010	15%
14	July 10, 2010 to July 16, 2010	15%
15	July 17, 2010 to July 23, 2010	15%
16	July 24, 2010 to July 30, 2010	15%
17	July 31, 2010 to August 6, 2010	15%
18	August 7, 2010 to August 13, 2010	15%
19	August 14, 2010 to August 20, 2010	15%
20	August 21, 2010 to August 27, 2010	15%
21	August 28, 2010 to September 3, 2010	15%
22*	September 4, 2010 to September 10, 2010	15%

ADDITIONAL NON CHOICE LEAVE PERIODS WHICH EMPLOYEES MAY REQUEST

- September 11, 2010 to September 17, 2010
- September 18, 2010 to September 24, 2010
- September 25, 2010 to October 1, 2010
- October 2, 2010 to October 8, 2010
- *October 9, 2010 to October 15, 2010**
- October 16, 2010 to October 22, 2010
- October 23, 2010 to October 29, 2010
- October 30, 2010 to November 5, 2010
- *November 6, 2010 to November 12, 2010**
- November 13, 2010 to November 19, 2010
- *November 20, 2010 to November 26, 2010**

*Denotes Holiday Week

THERE IS NO REQUIRED PERCENTAGE OF EMPLOYEES TO BE AWARDED LEAVE DURING THE NON-CHOICE PERIODS

PTF MAILHANDLER EMPLOYEES

CHOICE VACATION PERIOD – 2010

WEEK	DATES	PERCENTAGES
1	March 6, 2010 to March 12, 2010	10%
2	March 13, 2010 to March 19, 2010	10%
3	March 20, 2010 to March 26, 2010	10%
4	March 27, 2010 to April 2, 2010	10%
5	April 3, 2010 to April 9, 2010	10%
6	April 10, 2010 to April 16, 2010	10%
7	April 17, 2010 to April 23, 2010	10%
8	April 24, 2010 to April 30, 2010	10%
9	May 1, 2010 to May 7, 2010	10%
10	May 8, 2010 to May 14, 2010	10%
11	May 15, 2010 to May 21, 2010	10%
12	May 22, 2010 to May 28, 2010	10%
13*	May 29, 2010 to June 4, 2010	10%
14	June 5, 2010 to June 11, 2010	10%
15	June 12, 2010 to June 18, 2010	10%
16	June 19, 2010 to June 25, 2010	10%
17	June 26, 2010 to July 2, 2010	10%
18*	July 3, 2010 to July 9, 2010	10%
19	July 10, 2010 to July 16, 2010	10%
20	July 17, 2010 to July 23, 2010	10%
21	July 24, 2010 to July 30, 2010	10%
22	July 31, 2010 to August 6, 2010	10%
23	August 7, 2010 to August 13, 2010	10%
24	August 14, 2010 to August 20, 2010	10%
25	August 21, 2010 to August 27, 2010	10%
26	August 28, 2010 to September 3, 2010	10%
27*	September 4, 2010 to September 10, 2010	10%

*Denotes Holiday Week

REGULAR MAILHANDLER EMPLOYEES

CHOICE VACATION PERIOD – 2011

WEEK	DATES	PERCENTAGES
1	April 9, 2011 to April 15, 2011	13%
2	April 16, 2011 to April 22, 2011	13%
3	April 23, 2011 to April 29, 2011	13%
4	April 30, 2011 to May 6, 2011	13%
5	May 7, 2011 to May 13, 2011	13%
6	May 14, 2011 to May 20, 2011	13%
7	May 21, 2011 to May 27, 2011	13%
8*	May 28, 2011 to June 3, 2011	13%
9	June 4, 2011 to June 10, 2011	13%
10	June 11, 2011 to June 17, 2011	13%
11	June 18, 2011 to June 24, 2011	15%
12	June 25, 2011 to July 1, 2011	15%
13*	July 2, 2011 to July 8, 2011	15%
14	July 9, 2011 to July 15, 2011	15%
15	July 16, 2011 to July 22, 2011	15%
16	July 23, 2011 to July 29, 2011	15%
17	July 30, 2011 to August 5, 2011	15%
18	August 6, 2011 to August 12, 2011	15%
19	August 13, 2011 to August 19, 2011	15%
20	August 20, 2011 to August 26, 2011	15%
21	August 27, 2011 to September 2, 2011	15%
22*	September 3, 2011 to September 9, 2011	15%

ADDITIONAL NON CHOICE LEAVE PERIODS WHICH EMPLOYEES MAY REQUEST

- September 10, 2011 to September 16, 2011
- September 17, 2011 to September 23, 2011
- September 24, 2011 to September 30, 2011
- October 1, 2011 to October 7, 2011
- *October 8, 2011 to October 14, 2011**
- October 15, 2011 to October 21, 2011
- October 22, 2011 to October 28, 2011
- October 29, 2011 to November 4, 2011
- *November 5, 2011 to November 11, 2011**
- November 12, 2011 to November 18, 2011
- *November 19, 2011 to November 25, 2011**

*Denotes Holiday Week

THERE IS NO REQUIRED PERCENTAGE OF EMPLOYEES TO BE AWARDED LEAVE DURING THE NON-CHOICE PERIODS

PTF MAILHANDLER EMPLOYEES

CHOICE VACATION PERIOD – 2011

WEEK	DATES	PERCENTAGES
1	March 5, 2011 to March 11, 2011	10%
2	March 12, 2011 to March 18, 2011	10%
3	March 19, 2011 to March 25, 2011	10%
4	March 26, 2011 to April 1, 2011	10%
5	April 2, 2011 to April 8, 2011	10%
6	April 9, 2011 to April 15, 2011	10%
7	April 16, 2011 to April 22, 2011	10%
8	April 23, 2011 to April 29, 2011	10%
9	April 30, 2011 to May 6, 2011	10%
10	May 7, 2011 to May 13, 2011	10%
11	May 14, 2011 to May 20, 2011	10%
12	May 21, 2011 to May 27, 2011	10%
13*	May 28, 2011 to June 3, 2011	10%
14	June 4, 2011 to June 10, 2011	10%
15	June 11, 2011 to June 17, 2011	10%
16	June 18, 2011 to June 24, 2011	10%
17	June 25, 2011 to July 1, 2011	10%
18*	July 2, 2011 to July 8, 2011	10%
19	July 9, 2011 to July 15, 2011	10%
20	July 16, 2011 to July 22, 2011	10%
21	July 23, 2011 to July 29, 2011	10%
22	July 30, 2011 to August 5, 2011	10%
23	August 6, 2011 to August 12, 2011	10%
24	August 13, 2011 to August 19, 2011	10%
25	August 20, 2011 to August 26, 2011	10%
26	August 27, 2011 to September 2, 2011	10%
27*	September 3, 2011 to September 9, 2011	10%

*Denotes Holiday Week

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

1. When Saturday is part of the Basic Work Week, Saturday shall be the first day of vacation. In all other instances the first day of the Basic Work Week shall be the first day of vacation.
2. Exception – when employees scheduled rest days are Sunday and Monday, their vacations will begin on Tuesday. Request for additional leave shall be granted, subject to the needs of the Service.

ITEM F: WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO
ELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF
EITHER FIVE (5) OR TEN (10) DAYS

Employees, at their option, may request two selections during the choice vacation period in units of either 5 or 10 days provided all employees have had an opportunity of obtaining a selection in the choice vacation period. Nothing herein shall be construed to deny employees who earned 20 or 26 days annual leave per year their right to make selections of up to fifteen (15) days of continuous annual leave.

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

1. Jury Duty shall not be charged to the choice vacation period.
2. Attendance at National or State Conventions, by the Union Officials, Stewards and Delegates shall not be charged to the choice vacation period.
3. Any other Full time/Part time Mail Handler will be provided consideration as per Article 24 of the National Agreement. The employees shall also provide proof of attendance.

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

1. Full time and Part time regular schedule employees – twenty –two (22) weeks **April 5, 2008; April 11, 2009, April 10, 2010 and April 9, 2011**. Not more than 13% in each week. Percentages to increase 15% from **June 20, 2008 to September 5, 2008; June 13, 2009 to September 11, 2009; June 12, 2010 to September 10, 2010; and June 18, 2011 to September 9, 2011**. The percentages agreed to will be by tour.
2. Part time flexible schedule employees – twenty – seven (27) weeks each from **March, 1, 2008; March 7, 2009; March 6, 2010; and March 5, 2011**. Not more than 10% in each batch.
3. When an assigned scheduled vacation selection or portion of at least one (1) week is not utilized by the employee, including an employee who has retired, this selection of at least one week shall be reposted for bid to all employees, even those requesting deferment, and shall be filled according to seniority regulations, provided the percentages showing in Items 1 and 2 are not exceeded.
4. Re-assigned employees shall be permitted to bid for any vacation opening that may arise in their new station or unit in accordance with existing seniority regulations, provided the percentages shown in Items 1 and 2 are not exceeded.
5. When the complement of a **Processing and Distribution Center** or station is increased after the vacation selection bids are submitted, additional vacations shall be provided and the percentage in each week shall not be diminished.

ITEM I: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION
SCHEDULE APPROVED FOR SUCH EMPLOYEE

1. Official notices of Approved Vacation Schedules shall be placed on employee bulletin boards and a copy shall be furnished to the Chief Steward or Steward and the Branch President for all facilities with 5 or more Mail Handlers. Where glass bulletin boards are available they shall be utilized. Further, each employee shall be given a copy of his/her approved vacation.

2. To the extent possible within thirty (30) days after the final date of submission of all applications for vacation periods within the choice vacation period, all employees will be given written notification of their approved vacation choice.

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

Employees will be notified of the beginning of the new leave year by posting a notice on management's official bulletin boards, and a copy of the notice shall be given to the tour chief steward (and the Branch President).

ITEM K: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE
DURING OTHER THAN THE CHOICE VACATION PERIOD

1. The Plant Manager **Major** or Manager, Customer Service or **his/her** designee may grant additional annual leave to employees that require the same.
2. Local management agrees that it will make every reasonable effort, including the posting of notices to all Mail Handlers, encouraging them to schedule non-choice vacation picks in advance. The actual method of vacation selection will be in conformance with accepted New York annual leave selection procedure.
3. Upon completion of the vacation schedule, the vacation request slip receipt portion will be returned to the employee indicating **which** vacation period was awarded.
(As per Item C10, employees are required to submit a PS Form 3971 no less than two days and no more than three weeks prior to the beginning date of such Annual Leave).
4. All Annual Leave submitted on PS Form 3971 shall be approved/disapproved within three (3) employee workdays. At their option, Mail Handlers may submit PS Form 3971 in triplicate, requiring the supervisor to return one copy signed "Notified", at the time of submission, and a copy reflecting "Approved" or "Disapproved" (with reasons for that determination), at the time of the supervisor's determination. Such request for leave shall not be unreasonably denied.

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

1. The "Overtime Desired" List shall be by section and tour.
2. Employees on the Overtime Desired List, assigned to a section where overtime is scheduled, will be given the first opportunity for the overtime assignment, by seniority on a rotating basis.
3. The Union will be provided with a copy of the Overtime Desired List established in each station.
4. When employees outside of a section are needed, the Tour "Main" List will be utilized, by seniority on a rotating basis.
5. Sections are defined as the same as those identified for posting and bidding.
6. Each Carrier-Delivery station shall be considered a separate section.
7. The designated Union representative on the tour, where one exists, will be notified at least one hour in advance of overtime except in the case of an emergency that is beyond Management's control. That notification shall include the location(s) and the duration of overtime and, the names and number of Mail Handlers needed.
8. The daily Volunteer List shall not supersede the Overtime Desired List.
9. An Overtime Desired List shall be posted for each section and tour on the applicable floor.
10. A detailed employee may only place his/her name on the OTDL for his/her bid assigned Tour.
11. An updated main list of each OTDL shall be maintained in the Manager, Distribution Operations or Manager, Customer Services office. A copy of each list by tour will be provided to the Union.
12. In an emergency situation, employees that give 72 hours notice will be able to retract their names from the "Overtime Desired List" for the remainder of the quarter. This notice must be in writing, providing that the employee has not already been scheduled to report for overtime.

ITEM M: THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR
TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS

1. No specific number of light duty assignments shall be designated.
2. Although the parties agree that no specific number of light duty assignments shall be designated, they likewise agree to the following:
 - a. It is a joint responsibility of the USPS and the NPMHU to aid and assist deserving Full-Time Regular, Part-Time Regular, and Part-Time Flexible employees who, through illness or injury, are unable to perform their regularly assigned duties.
 - b. Career employees requiring light duty or other assignments shall be shown the greatest consideration for reassignment, with each request being given careful attention. The establishment of such assignment does not guarantee any hours to a part-time flexible employee.
 - c. To the extent possible, reassignment will be made in the employee's office, on his/her bidded/assigned tour and hours, although it is acknowledged that the light duty employee's tour hours, work location and basic work week shall be those of the duty assignment and the needs of the service, whether or not the same as for the employee's previous duty assignment. Scheduling and assignment of light duty employees shall not be arbitrary or for reasons inconsistent with Article 13.
 - d. In this regard, the parties agree that no career employee shall be denied light duty assignment until every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group, even if such assignment reduces the number of hours of work for the supplemental workforce. After all efforts are exhausted in this area, consideration is given to reassignment to another craft or occupational group, throughout the New York City installation.

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

Consistent with Article 13 of the National Agreement, management shall consider the employee's limitation and medical restrictions in determining light duty assignments, with due consideration for operational needs.

The Joint Labor/Management Light Duty Committee shall have as one of **its** responsibilities in striving for reasonable accommodation of light duty requests, based on individual medical rationale, assurance that no regularly assigned member of the regular workforce is adversely affected, including, but not limited to making every reasonable effort to modify the employee's regular duty assignment without seriously affecting the production of the assignment.

The Joint Labor/Management Light Duty Committee shall be provided all light duty assignments, including the limitations/restrictions of the assignee and the location and schedule of the assignment, in order that intentions of Article 13 may be met, including assurance against adverse effects on regularly assigned members of the regular workforce.

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

1. A joint effort will be made by the Union and Management to ensure that employees requesting light duty consideration will do so in conformance with the provisions of Article 13 of the National Agreement.
2. A committee on light duty Mail Handler Assignments shall be established with two representatives from the Union and two from management.
3. The committee will establish the criteria for light duty assignments, temporary and permanent.
4. When an employee meets these criteria, he or she shall be given the light duty assignment, if available, in accordance with the National Agreement.
5. This light duty committee will be formed within sixty (60) days and meet within ninety (90) days from the signing of the LMOU. The committee will meet once a month for the first four (4) months and then once a quarter.

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. No employee shall be denied an assignment as a penalty resulting from any disciplinary action, if he/she is otherwise senior and eligible for such assignment.
2. It is recognized by local management that it continues to be **its** obligation on an ongoing basis to ensure that Mail Handler duties are assigned to Mail Handler craft employees consistent with the Mail Processing Work Guidelines and the primary craft designations set forth in that agreement.
3. This item addresses the (permanent) reassignment of employees, such as that which results from abolishment of an occupied bid assignment. Temporary or daily reassignments are addressed in Item S of this LMOU.
4. Management will reassign all Casuals, PTF's, and Unassigned Regulars off the tour before excessing a Full-Time Regular Mail Handler holding a bid on the Tour.
5. When it is proposed to permanently reassign employees excess to the needs of a section, the NPMHU will be notified of the intention and consulted, as far in advance of implementation as is practicable. The parties will meet with the intent to define the applicable section for the specific excessing event. Both parties will act in good faith to develop an LMOU to minimize impact to affected employees and give due consideration to seniority.
6. Every reasonable effort to minimize the inconvenience of affected employees will be made, when Management implements abolishments or excessing.

ITEM Q: THE ASSIGNMENT OF EMPLOYEES PARKING SPACES

The New York Branch President, or another officer designated by the Branch President on a given day, when on official business with prior notice to local management, shall be provided with parking facilities when visiting plants/stations, if parking space is available.

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

Annual leave to attend/participate in union activities, i.e., training, requested prior to determination of the Choice Vacation schedule shall not be charged to the Choice Vacation period. Any such request must be submitted, to the extent possible, at least 14 days prior to the scheduled date.

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

ARTICLE 12, SECTION .3B5: When a principal change of duty or assignment area is made to the point of requiring re-posting, where permitted by the National Agreement, the incumbent will have the option of staying with said position. If the incumbent surrenders his/her bid and the position is re-posted, it will be re-posted for installation-wide bidding and the former incumbent shall become an unassigned regular Mail Handler.

ARTICLE 12, SECTION .3C:

- A) The Branch President shall be designated agent of the union to receive copies of the notice inviting bids for Mail Handler assignments, to be posted on all official bulletin boards throughout the installation, where vacancies exist. The Union agent shall receive copies of vacancy(s) notice, at least seven (7) days in advance of posting.
- B) Preferred assignments, in existence for more than 30 consecutive days, shall be posted as a "temporary detail" on the tour, within the facility of the preferred assignment. Applications for this "temporary detail" may be submitted pursuant to Article 12.2D6. Such posting shall be posted for ten (10) days and shall be promptly assigned to the senior qualified applicant.
- C) Daily "as needed" higher level assignments shall be assigned to the senior qualified volunteer in the section (as specified for the purpose of posting and bidding).

ARTICLE 12, SECTION .3E3e: For temporary re-assignments not covered by Article 25, the order of movement of full-time regular Mail Handlers shall be as follows:

- A) Volunteers by order of seniority; (Note: After volunteers by order of seniority, casuals and employees from other crafts are re-assigned).
- B) Part-time flexible employees;
- C) Part-time regular employees working extra days or outside their assigned schedule;
- D) Full-time regular employees detailed to the section from other tours on full duty by inverse seniority;
- E) Full-time regular employees detailed to the section from other sections on the same tour;
- F) Unassigned full-time regular employees by inverse seniority;
- G) Full-time regular employees working on their non-scheduled day (overtime) by inverse seniority;
- H) Full-time regular employees properly holding bid assignments within the section are the last employees to be re-assigned by inverse seniority.

Once re-assigned, a Mail Handler will be junior to the Mail Handler properly holding a bid assignment within the receiving section.

These rules of re-assignment apply to situations when the 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 except when an employee is working in his/her section.

ARTICLE 12, SECTION .4: Throughout this Memorandum of Understanding, identification of (sections) shall be confined to choices A through I, described in Article 12.4, as appropriate for the different purposes, for which sections is defined.

ARTICLE 12, SECTION .6C4a: The identification of assignments comprising a section for the purpose of re-assignment within the installation of employees excess to the needs of the section shall be governed by Item P of this Memorandum of Understanding.

ARTICLE 13, SECTION .3: Local implementation of these provisions shall be governed by Items M, N, O, of this Memorandum of Understanding.

1. The parties agree to abide by the terms and conditions of Article 12, Reassignment, Article 13, Assignment of Ill or Injured Regular and Part-Time Flexible employees, and the craft articles on posting, with the following understanding:
2. To ensure a more efficient and stable workforce, an employee may be designated a successful bidder no more than seven times during the duration of this Agreement, unless such bid:
 - a. is to a job in a higher wage level.
 - b. Is due to elimination or re-posting of his duty assignment, or
 - c. enables an employee to become assigned to a station closer to his/her place of residence.
3. Principal Assignment Areas, Section and /or Specific Locations of Work Activity For Purposes of Posting and Bidding

JAF – CUSTOMER SERVICES

1. Mail Handler Support
2. Incoming Carrier Equipment

ADMINISTRATIVE SUPPORT

CLAIMS & INQUIRY

FDR STATION

1. Incoming Primary Opening Unit
2. Transportation Deck – First Floor
3. FDR Customer Services
4. ESSPA Mail Handler Support

CSS – CUSTOMER SERVICES

Mail Handler Support

BUSINESS MAIL ENTRY UNIT

MORGAN P & D C

TRANSPORTATION

NORTH

1. City Circuits
2. 29th Street – Receiving (Loading & Unloading)
3. 10th Avenue (Loading & Unloading)
4. Mail Handler Equipment Operator
5. **Low Cost Universal Sorter**
6. **BMEU**

SOUTH

Main Deck

1. Collections/Presort
2. **Incoming ADC Opening Unit**
3. **Receiving (Loading & Unloading)**

Basement

1. Loading & Unloading

SECOND FLOOR

1. **AFC/Mark II Operators**
2. Loose Pack
3. Hand Cancel/Dump & Cull
4. **Second Floor SMALL PARCEL BUNDLE SORTER SUPPORT/APPS**
5. Letter Aisle Support
6. Automation Support
7. Mail Handler Equipment Operator

THIRD FLOOR

1. Flat Mail Prep
2. **Flat Mail Support**
3. **Automation Support**
4. Break-up
5. Loose Pack
6. **Mail Transport (2nd, 3rd, & 5th floors)/Elevator Support**
7. Mail Handler Equipment Operators
8. **Auto Induction**

FIFTH FLOOR

1. LCTS (Low Cost Tray Sorter)
2. Mail Handler Equipment Operators

SIXTH FLOOR

1. **City Print Unit**
2. **5th and 6th Floor Small Parcel Bundle Sorter Support**
3. Registry
4. Mail Handler Equipment Operators

EACH CARRIER DELIVERY STATION SHALL BE CONSIDERED A **SEPARATE SECTION**.

ITEM T: LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY

REASSIGNMENTS AND POSTING

1. OFFICIAL NOTICES

Employees shall be permitted reasonable time during their tour of duty to read official notices such as, but not limited to Postal Bulletins, Regional Bulletins, NYPO Orders and Information Bulletins.

2. SENIORITY

A list shall be established on a service seniority basis within a designated section and tour for acting Mail Handler higher level non-supervisory positions. First opportunity for higher level non-supervisory assignment shall be given to the senior qualified Mail Handler, except for best qualified higher level non-supervisory positions.

3. PREFERRED ASSIGNMENTS

- a. Any senior qualified preferred Mail Handler assignment must be given to the senior qualified applicant, through the posting procedures.
 - b. The results of the city-wide posting will be prominently displayed and a copy provided to the Branch President of the Union or designee.
 - c. Local 300, New York City Branch of the National Postal Mail Handlers Union shall be furnished quarterly with a list of Mail Handlers on "detail" within the New York Post Office, where detailed, the duration of the detail and the reason.
 - d. Movement from one defined work area to another defined work area and from one floor to another shall be by inverse seniority, except where senior employees volunteer.
4. The union will be provided a list of occupied and vacant positions upon request.

5. SENIORITY ROSTER

Management agrees to post a seniority Roster on official bulletin boards on each tour of each **Processing and Distribution Center** and/or station. This roster must be kept current in accordance with all bidding changes. A copy of this roster shall be given to the designated Union representative on each tour in each of the above.

A copy of the quarterly updated seniority roster shall be provided to the Branch President.

6. POSTING

- a. All vacant or newly established Mail Handler duty assignments shall be posted installation wide or posted **in compliance with the in-section bidding process** locally if agreed mutually. Postings may include a facility, section or other variation mutually agreed upon.
- b. Positions requiring an employee to work in more than one work assignment on a daily basis shall be posted as such.

- c. Full-time assigned Mail Handlers, during their assigned tour of duty shall not be given duty assignments in another section until all non-Mail Handlers, part-time flexible and unassigned full-time Mail Handlers, performing Mail Handler duties in that section have been moved outside of the Mail Handler's assigned section.
 - d. Full-time Mail Handlers working overtime may not bump full-time Mail Handlers from their section who are working their regular schedule.
 - e. Employees may submit **their choice of assignments** listing them in order of choice **before the closing date of the posting**.
 - f. Within 10 days from the closing date of the bids, the successful bidder will be posted, noting the effective date of the change and the bidder's seniority date.
 - g. The successful bidder must be placed in the new assignment at the beginning of a pay period within 15 days after the posting notice of successful bidder, except in the month of December. The effective date of bids will not be made effective on any holiday week, in which the holiday falls on Saturday, Sunday, or Monday.
 - h. The Branch President will be provided with copies of all notices and postings that affect the Mail Handler craft.
 - i. An updated Overtime Desired List shall be posted on Employee Bulletin Boards.
 - j. Mail Handler bid "Vacancy Announcements" will be posted as per the National Agreement.
7. REPOSTING A duty assignment shall be reposted under any of the following conditions:
- a. Change in starting time exceeding one hour.
 - b. A 50% change of duties.
 - c. Change of principal assignment area.
 - d. Unless the incumbent desires to remain on the assignment with the changed conditions, except when the change of start time is 4 hours or more, which will require posting.
 - e. Local Management recognizes its continuing obligation under the National Agreement to post positions vacated within 30 days or advise the local union of its intention to revert said positions and the reasons for withholding and or reverting said positions. The parties further recognize that although local Management may move a full time regular off a bid assignment to perform work in another area, when such movement is on a daily basis for consecutive ninety (90) days, it shall be reviewed and if deemed necessary the newly identified duty assignment shall be posted on the next "Mail Handler Vacancy Announcement".
8. When no bids are received for a posted position, the junior unassigned full time regular employee possessing the requirements for that position shall be assigned. Such employee(s) shall be given a choice by seniority if more than one such assignment is available.

SUPPLEMENTAL MOU

1. All full-time, hourly rate regular career employees shall have fixed basic work week schedule. Every reasonable effort shall be made by local management to maximize the number of assignments wherein the rest days for Mail Handler employees are consecutive.

2. INABILITY TO REPORT FOR DUTY

An employee scheduled to report for duty between the hours of 10 PM to 7:30 AM who is unable to report shall advise his/her station or units of his/her inability to report not earlier than (2) hours before nor later than one (1) hour following his/her scheduled reporting time, except that an employee scheduled to report between 5:30 AM to 7:30 AM shall also be permitted to telephone during the preceding evening up to 10:30 PM. An employee scheduled to report on any other tour must telephone his/her inability to report not earlier than two (2) hours prior to his/her scheduled reporting time, but not later than his/her actual scheduled reporting time.

3. SALARY CHECKS

- a. An employee eligible to receive his/her paycheck Thursday evening because of tour assignment, who is on approved leave Thursday may obtain his/her pay check by personal visit to the station at such time that pay checks are normally issued to employees on that tour.
- b. An employee on approved leave, who desires to have his/her pay check received by mail, may file a written request at his/her station, at which time he/she shall also pre-address an official envelope to be used for this purpose.

4. TRANSPORTATION BETWEEN STATIONS

- a. An employee who is regularly scheduled to work during a single duty period at more than one unit of a post office, such as the main office thereof and stations or other units, without a break in duty status, except for normal lunch periods, shall be allowed transportation expenses and travel time on the clock between the separate units of the post office, provided such travel has been duly authorized by a proper postal official.
- b. An employee who has been duly authorized by a proper postal official and who is required to travel from one unit of a post office to another in an emergency situation shall be allowed such necessary travel time on the clock and shall be authorized transportation expenses therefore.
- c. An employee who reports to a unit as scheduled and is then reassigned to a different unit shall be entitled to transportation costs to return to his/her original reporting unit, if required.

5. ANONYMOUS COMPLAINTS

No employee shall be disciplined on the basis of an anonymous letter and/or complaint.

6. LABOR-MANAGEMENT COMMITTEE MEETINGS

- a. To implement Article 38.2 of the National Agreement, the parties or designees to this agreement shall upon written request meet during the first week of each quarter.

The meeting shall be convened at a mutually acceptable time and, except for unusual situations, shall adjourn in not more than three hours. Each local union shall have additional meetings each quarter with the Postmaster and staff, at which time their own items shall be considered, unless the necessity for such additional meeting(s) is waived by mutual consent. Such meeting(s) shall not preclude unions from having additional and separate meetings as heretofore with local management on matters affecting their respective crafts. It is agreed that agenda items for discussion at the quarterly meeting shall be exchanged by the parties to this agreement at least one full week before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties.

- b. A special meeting will be held with management on Christmas policies.

7. UNION MEETINGS AT PROCESSING AND DISTRIBUTION CENTERS AND/OR STATIONS

The union shall be permitted to hold meetings in lunchrooms or other appropriate sites of **Processing and Distribution Centers** and/or stations, provided management is given prior notice. All employees attending these meetings will be off the clock.

8. CREDIT UNION

Space will be granted for the Union's Federal Credit Union.

9. SAFETY AND HEALTH

- a. A Safety and Health Committee, consisting of one member from each craft and an equal number from management, shall be established in the New York, NY Post Office along the lines as indicated in the National Agreement.

- b. The Safety and Health Committee shall meet monthly.

10. LABOR-MANAGEMENT MEETINGS

MEETINGS AT STATION LEVEL: The Local Union shall upon advance request have formal monthly meetings with the Plant Manager or **Postmaster or their designees**. Such meetings shall not preclude union(s) from having additional and separate meeting(s) with station management on matters affecting their respective crafts. Prior to the date of such a separate meeting the party requesting the meeting shall submit an agenda to the other party. If both parties have items for consideration, they shall exchange agendas. Also, the

specific time and place of the meeting shall then be fixed. Efforts shall be made to hold meetings on or about the same day during the month, wherever possible. It is agreed that meetings shall not exceed two (2) hours except by mutual agreement. No later than five (5) days after each meeting, a summary of the disposition of all agenda items shall be prepared jointly. Copies shall be furnished to both parties, the Manager, Post Office Operations and the Branch President of the Local Union.

11. HOLIDAY SCHEDULES Employees shall be selected to work on a holiday within each category in the following order:

- a. Casuals, even if overtime is required.
- b. All available and qualified Part-Time Flexible Employees, even if overtime is required.
- c. Full Time and Part Time Regular Employees, in order of seniority who have volunteered to work on the holiday or the day designated as their holiday when such day is part of their regular work schedule. These employees would be paid at the applicable straight time rate.
- d. Full-Time and Part-Time Regular Employees, in order of seniority who have volunteered to work on a holiday or day designated as a holiday whose schedule does not include that day as a scheduled workday. Full-time employees would be paid at the applicable overtime rate.
- e. Full-Time and Part-Time Regular employees in inverse order of seniority who have not volunteered to work on the holiday or day designated as a holiday when such day is part of their regular work schedule. These employees would be paid at the applicable straight time rate.
- f. Full-Time and Part-Time Regular employees in inverse order of seniority who have not volunteered to work on the holiday or day designated as a holiday and would be working on what otherwise would be their non-scheduled workday. Full-Time employees would be paid at the applicable overtime rate.

12. ORIENTATION

It shall be the responsibility of Management to make certain that any Mail Handler awarded an assignment shall be given suitable orientation on all the duties of the position.

At orientation, the Branch President or designee will be given the names and addresses of all newly hired Mail Handlers.

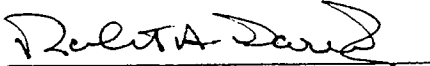
13. MEETINGS

Stewards shall be permitted to hold informal discussions with Mail Handlers provided they give advance notice and that there is no disruption of work activity.

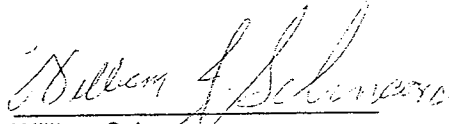
14. POLICY ON TELEPHONES

Recognized Union Officials and Stewards shall be allowed reasonable use of telephones for conducting Union business regarding administration of the National Agreement.

This Memorandum of Understanding is entered into the New York Post Office, New York, NY 10199-9998 between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union of North America, AFL-CIO, Local # 300, pursuant to the local implementation provisions of the 2007 National Agreement. This agreement is entered into on 2/20/08.



Robert A. Daruk
District Manager/Postmaster
New York District



William Schnaars
Plant Manager Major
New York District



Wilfredo Belgado
Branch President, Local 300
National Postal Mail Handlers Union