

MEMORANDUM OF UNDERSTANDING

BETWEEN

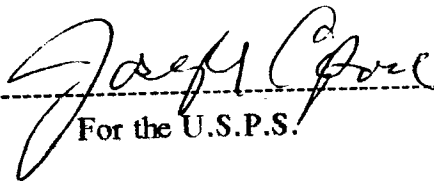
**NATIONAL POSTAL
MAIL HANDLERS
UNION
LOCAL 300**

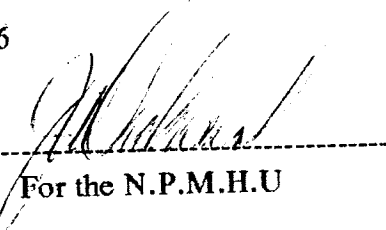
AND

United States Postal Service
**NEW HYDE PARK
POST OFFICE**

This memorandum of understanding is entered into on

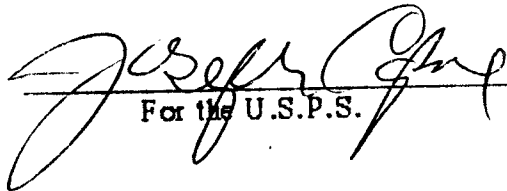
October 30 1996

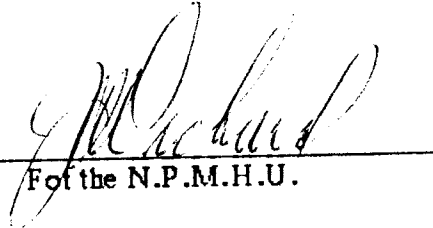

For the U.S.P.S.


For the N.P.M.H.U

ITEM "A"
ADDITIONAL OR LONGER WASH UP PERIODS.

Management will adhere to the local past practice of granting reasonable wash-up time to those employees who perform dirty work or who work with toxic materials before meal time and end of tour.

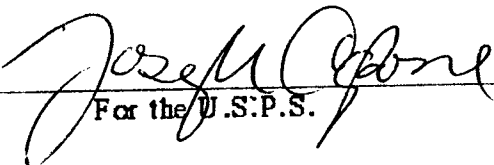

For the U.S.P.S.

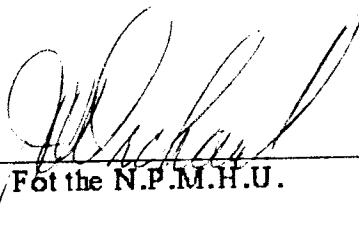

For the N.P.M.H.U.

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.

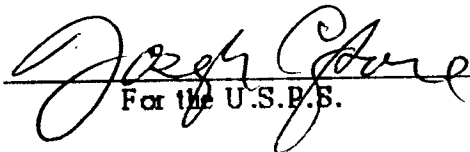
1. Termination of postal operations to conform to orders of local authorities, or as local conditions warrant because of emergency conditions, shall be based upon information available, and received from Local, State, and National Authorities and other official sources, Overall determination will be made by the installation head.
2. Management will notify the employees at the earliest possible time of termination or curtailment of postal operations. Such notification will be by telephone, and/or available public media, such as TV or Radio.
3. Consideration will be given to;
 - a. Acts of God, such as Storms, Fire, and Floods.
 - b. Civil Disorders.
 - c. The welfare, health and safety of the employees
4. Mail Handler union representatives will be notified and appraised of any situation that develops relating to this item.

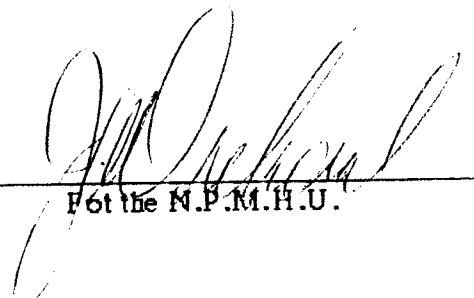

For the U.S.P.S.


For the N.P.M.H.U.

ITEM "C"
FORMATION OF A LOCAL LEAVE PROGRAM.

1. Article 10 of the National Agreement will be the guideline in formulation of the local leave program.
2. Vacation picks will be granted by seniority. Mail Handlers in senior order will be granted two (2) selections in the choice period, not to exceed a total of fifteen (15) days, and one (1) selection in the non-choice period, not including the month of December not to exceed a total of ten (10) days. LWOP will be granted in accordance with the provisions of ELM Chapter 5.
3. The granting of annual leave on a day to day basis will be consistent with the provisions of the ELM, Chapter 5. Consideration will be given to the needs of the employee subject to operational needs and business conditions.
4. Mail Handlers must submit vacation sign up forms to their supervisor, properly completed by the deadline date to be given vacation consideration.
5. Part Time Flexible Mail Handlers shall select their vacation preference by seniority after all the Full Time Regular/Part Time Regular Mail Handlers have made their vacation preference.
6. Acting Supervisors (204b's) on long term detail, or those working as Acting Supervisor (204b) at the time vacation schedules are done, shall not be included in the leave percentages for vacation scheduling, so they will not compete with Mail Handlers working in the craft and will not be granted vacations in lieu of Mail Handlers working in the craft.
7. Employees who are awarded bid positions on other tours or in other units after the vacation periods are closed, will retain their vacation choice.

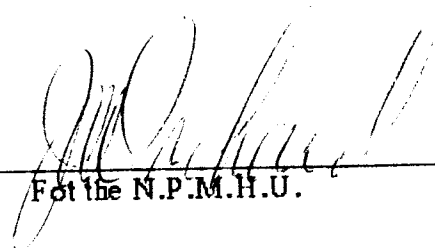

For the U.S.P.S.


For the N.P.M.H.U.

ITEM "D"
THE DETERMINATION OF CHOICE VACATION PERIOD.

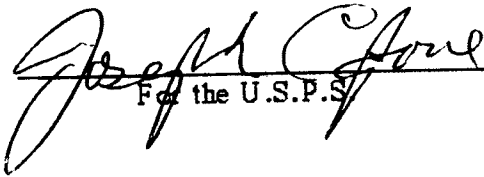
1. The choice vacation period for Mail Handlers will be from the last Saturday in April, through service week immediately after Labor Day. In addition to the service week of Thanksgiving.
2. All other periods will be considered non-choice.

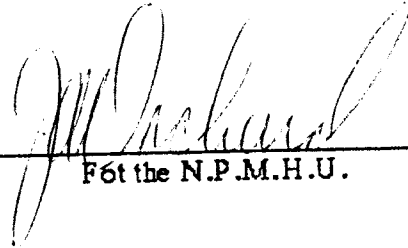

For the U.S.P.S.


For the N.P.M.H.U.

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

1. The beginning day of a vacation schedule will be the beginning day of the service week, which is Saturday.
2. Exceptions may be granted by agreement between the Union and Management.

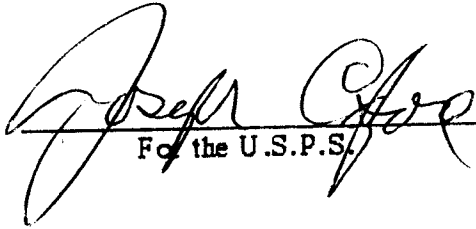

For the U.S.P.S.

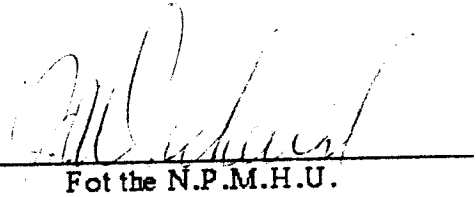

For the N.P.M.H.U.

ITEM "F"

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

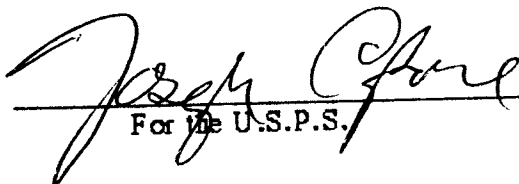
1. Requests during the initial annual leave sign up period must be for 5 or 10 day selections.
2. Mail Handlers in seniority order shall be granted two (2) choice selections, total not to exceed 15 days.

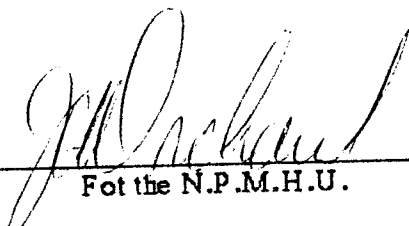

For the U.S.P.S.


For the N.P.M.H.U.

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

Jury Duty, Military Duty and leave to attend National or State Conventions shall not be charged to choice vacation period.

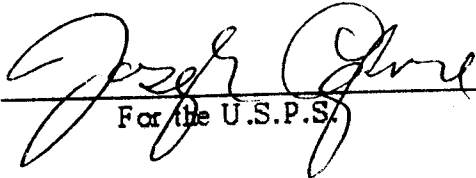

For the U.S.P.S.

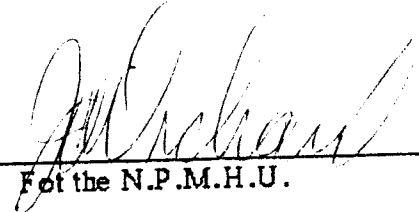

For the N.P.M.H.U.

ITEM "H"

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

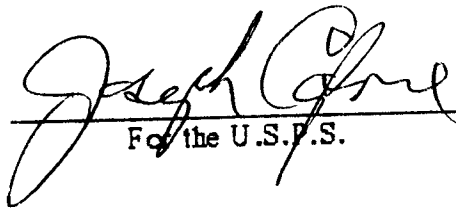
The number of Mail Handlers allowed off during the choice vacation period will be one (1) or twenty (20) percent whichever is greater.

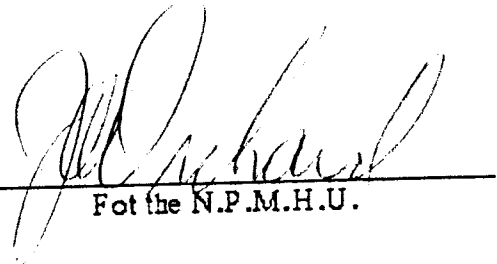

For the U.S.P.S.


For the N.P.M.H.U.

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

1. The initial vacation sign up forms will be given out by supervisors during the second week of December.
2. Mail Handlers shall submit the completed vacation sign up forms to their supervisor by the second Friday of January.
3. Decisions concerning the initial vacation picks will be given by the first week in February.
4. A complete vacation schedule of all Mail Handlers will be posted on the employee bulletin board as soon as the schedule has been completed. Each Mail Handler will be notified of his/her approved period.

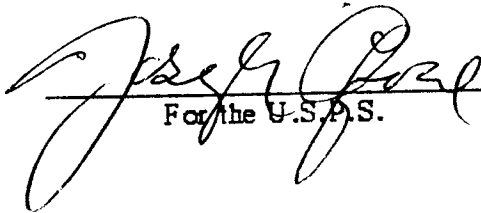

For the U.S.P.S.

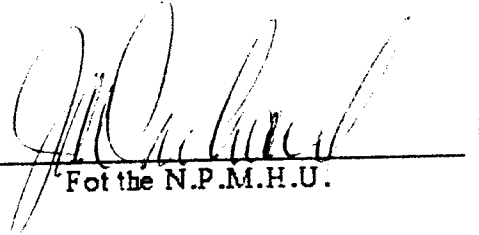

For the N.P.M.H.U.

ITEM "J"

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

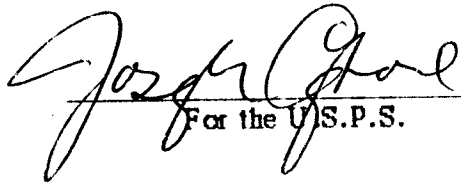
Mail Handlers will be notified of the beginning of the new leave year by including the date on the initial vacation sign up forms which will be handed out by supervisors during the second week in December.

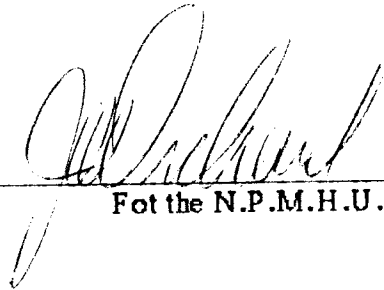

For the U.S.P.S.


For the N.P.M.H.U.

ITEM "K"
**PROCEDURES FOR SUBMISSIONS OF APPLICATIONS OF ANNUAL LEAVE
DURING OTHER THAN CHOICE VACATION PERIOD.**

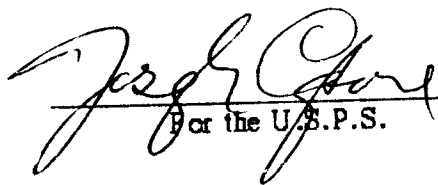
1. The request for annual leave other than the choice vacation period will be submitted on PS Form 3971 no sooner than thirty (30) days prior to the requested date. These requests must be acted upon within three (3) working days (date of submission is the first day.) If these requests are not acted upon within three (3) working days by management, the requests will be considered granted.
2. When leave is offered by management for Mail Handlers to leave early, approval will be by strict seniority by tour basis. When Mail Handlers request to leave early, approval will be on a first come first serve basis. Approval of such request is at the discretion of management and such request will not be unreasonably denied.

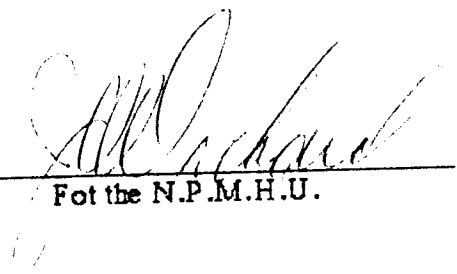

For the U.S.P.S.


For the N.P.M.H.U.

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

Overtime Desired List in Article 8 of the National Agreement shall be by tour.

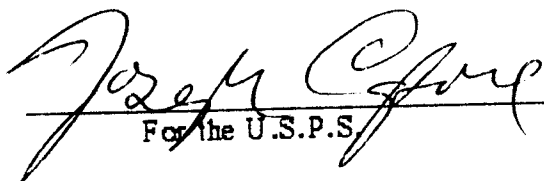

For the U.S.P.S.

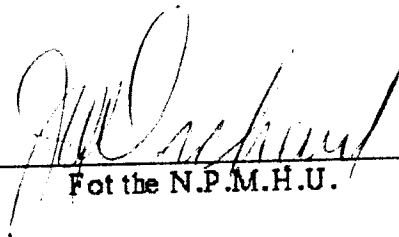

For the N.P.M.H.U.

ITEM "M"
THE NUMBER OF LIGHT DUTY ASSIGNMENTS RESERVED FOR MAIL HANDLER
CRAFT.

1. Management will make every effort to accommodate employees who request Light Duty assignments, subject to medical limitations, duration and work available, in accordance with the National Agreement, Article 13.

2. The Union Steward will be consulted in reference to the above.

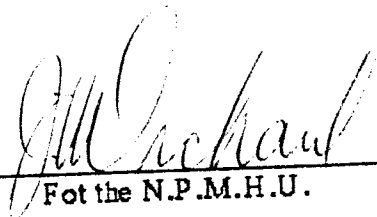

For the U.S.P.S.


For the N.P.M.H.U.

ITEM "N"
THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO
THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORKFORCE
WILL BE ADVERSELY AFFECTED.

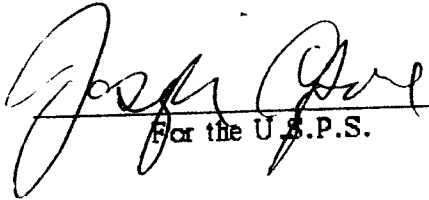
1. No Light Duty assignment shall be created to the detriment of full time regular employees of the Mail Handler craft holding bid assignments.
2. Any request for Light Duty must be fully supported by specific medical certification attesting to the need for such assignment.
3. All medical certification for Light Duty requests must contain specific limitations, (i.e. numbers of pounds to lift, length of time standing, sitting, walking.)
4. Mail Handler craft employees shall be given priority in Light Duty assignments over other craft employees, for assignments involving Mail Handler craft work.
5. In accordance with the National Memorandum of Understanding, Light Duty Mail Handlers shall be eligible to work overtime, provided there are no medical restrictions on their hours of work and there is work within their limitations.
6. Light Duty Mail Handlers shall be eligible to bid to another position consistent with the requirements of the National Memorandum of Understanding on Light Duty bidding.
7. Management may assign Light Duty upon request of an employee without certification for periods of up to an eight (8) hour tour.

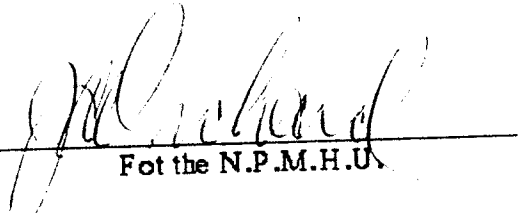

For the U.S.P.S.


For the N.P.M.H.U.

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

The installation head determines the type of assignment, the area of assignment, and the hours of duty of all Light Duty assignments made within the documented medical restrictions. The Union Steward will be consulted in reference to the above.

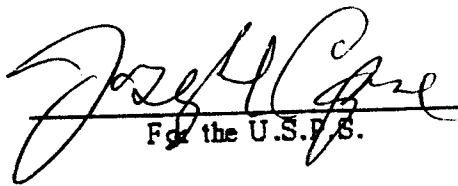

For the U.S.P.S.

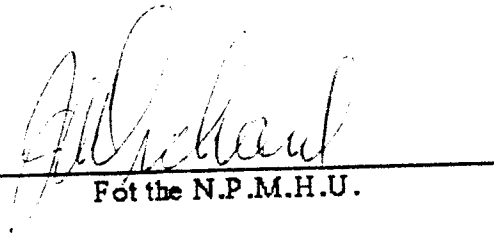

For the N.P.M.H.U.

ITEM "P"

THE IDENTIFICATION OF ASSIGNMENTS COMPROMISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION.

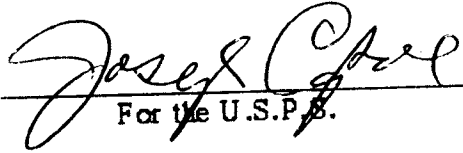
1. When it is proposed to permanently reassign employees deemed excess to the needs of a section or to excess a section entirely, the following shall apply;
 - a. For the purpose of this item a section is defined as a tour.
2. When it is necessary to abolish job bids (duty assignments) within a section, management will advise the ranking Union Official, AVP, or other designated representative for input prior to the abolishing the bid..
3. If the section opens again, and retreat rights are exercised, seniority will be the method used to bring the employees back to the section and/or assignment.
4. Mail Handlers reassigned out of a section retain retreat rights in the section where their position was abolished or excessed. These retreat rights are to be exercised in accordance with the provisions of Article 12, Section 12.6C4c of the National Agreement.

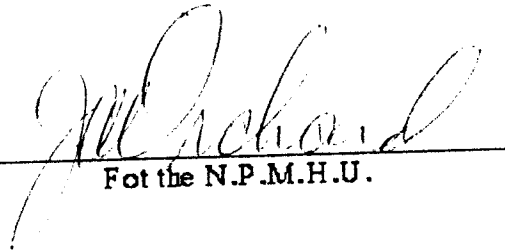

For the U.S.F.S.


For the N.P.M.H.U.

ITEM "Q"
THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

1. Parking spaces in excess of the USPS needs will be available on a first come first serve basis.
2. The provisions of Article 20 of the National Agreement will apply.

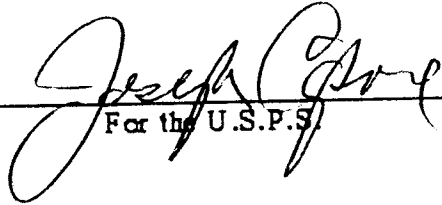

For the U.S.P.S.

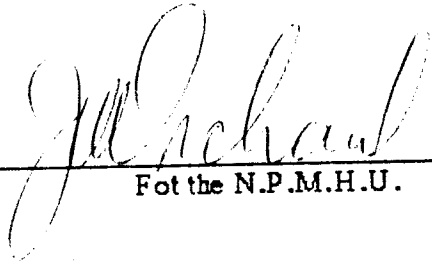

For the N.P.M.H.U.

ITEM "R"

**THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION
ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE
VACATION PERIOD IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.**

Annual leave approved to attend Union activities prior to the granting of choice vacation period will not be counted in the percentage provided for in item H of the memorandum.


For the U.S.P.S.


For the N.P.M.H.U.

ITEM "S"

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATION AS PROVIDED IN THE FOLLOWING ARTICLES.

ARTICLE 12, SECTION 12.3 ARTICLE 12, SECTION 12.3E3e

ARTICLE 12, SECTION 12.3B5 ARTICLE 12, SECTION 12.4

ARTICLE 12, SECTION 12.3C ARTICLE 12, SECTION 12.6C4a

Article 12.3B5

The determination of what constitutes a sufficient change of duties will be discussed with the Union prior to the change, any dispute shall be subject to the grievance procedure.

Article 12.3C

Unless otherwise specified here, bidding for duty assignments will be on an installation-wide basis. The installation shall be defined as the main post office, annex(s) and any stations/branches.

Article 12.3E3e

Normally, a Mail Handler shall work the duty assignment for which he/she has been designated the successful bidder. However, when a Mail Handler is moved off his/her duty assignment, the Mail Handler shall not be replaced by another employee. For temporary re-assignments not covered by Article 25 of the National Agreement, the movement of Mail Handlers outside the bid assignment area will be as follows;

1. Volunteers
2. All casuals performing Mail Handler work.
3. All other crafts performing Mail Handler work.
4. All Part Time Flexible Mail Handlers.
5. All Mail Handlers on overtime.
6. All Mail Handlers on change of schedule who do not hold a bid on the tour.
7. All Part Time Regular Mail Handlers.
8. All Un-assigned Full Time Regular Mail Handlers.
9. Full Time Regular Mail Handlers working their bid, section and schedule will be exceeded by juniority, re-assignment back to their section will be by seniority.

Article 12.4

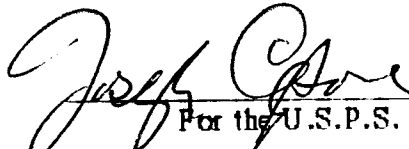
A section is defined as a tour.

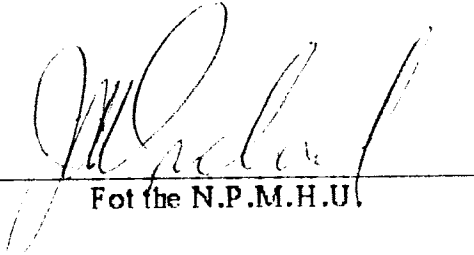
Article 12.6C4a

A section is defined as a tour.

Article 13.3

See ITEMS M, N, and O.


For the U.S.P.S.


For the N.P.M.H.U.

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

Bidding

1. When a Full Time Regular (Or Part Time Regular) Mail Handler wishes to exercise his/her right to bid, they shall do so by filling out the designated bid application form.
2. When a Mail Handler fills out the designated bid application form, all instructions on the form must be followed, all submitted bid application forms must be signed by the employee.
3. The Installation Head (or their designee) shall make the bid form available to any Mail Handler who is authorized to bid.
4. Mail Handlers may have a bid posting mailed if they are on leave, provided, they make their request for such mailing known to the Installation Head, in writing, prior to the posting. Mail Handlers may mail their bid application forms, if they are leave, to their installation head at the installation address.
5. Mail Handler bids will be posted on the official bulletin board.
6. Copies of all Mail Handler bid notices and awards will be given to the Mail Handlers Union.
7. All vacant or newly established craft duty assignments shall be posted for Mail Handlers eligible to bid within ten (10) days after a determination has been made that the position is not to be reverted. If a vacant duty assignment has not been posted within thirty (30) days, the installation head, or designee, shall advise the Union in writing the reason the positions are being withheld and the anticipated length of time such positions will remain vacant. If the vacant assignment is reverted, a notice will be posted within ten (10) days advising the action taken and the reasons therefor.

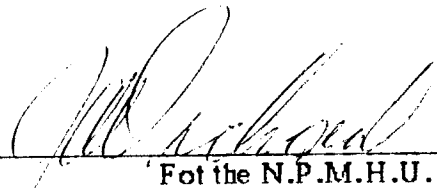
CONTINUED ITEM "T"
**LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY,
REASSIGNMENTS AND POSTING.**

8. The Union will be provided with a copy of any policy implemented which effects the Mail Handlers craft. The Union will be provided with a copy of all disciplinary actions.

9. An updated seniority list will be given to the Union upon request.

10. The holiday schedule will be posted by 12noon of the Tuesday preceding the service week in which the holiday falls. Any solicitation, if necessary, will be done before the holiday schedule is posted.


For the U.S.P.S.


For the N.P.M.H.U.