

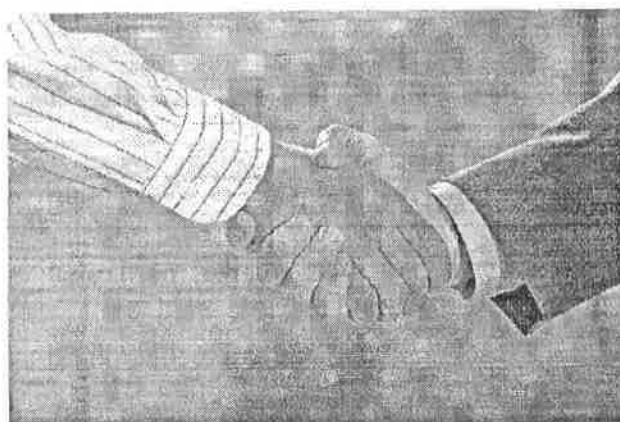
MAIL HANDLERS/ U.S. POSTAL SERVICE

2011 – 2016

**LOCAL MEMORANDUM
OF UNDERSTANDING
STATEN ISLAND, NEW YORK**



MAILHANDLERS / U.S. POSTAL SERVICE
Nov. 21, 2011 – May 20, 2016
LOCAL MEMORANDUM OF UNDERSTANDING
STATEN ISLAND, N.Y.



MEMORANDUM OF UNDERSTANDING FOR LOCAL 300

This Memorandum of Understanding is 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 2011 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

Carmen Fede

10/20/2013

United States Postal Service
Carmen Fede Postmaster Staten Island

Louis DiTore

10/7/2013

National Postal Mail Handlers Union
Louis DiTore Local 300 Steward in Charge

ITEM A. ADDITIONAL OR LONGER WASH-UP PERIODS

1. Wash-up time of ten (10) minutes immediately prior to lunch and ten (10) minutes immediately prior to end of tour shall be granted to all Mail Handlers.

2. Wash-up time of ten (10) minutes shall be granted to all Mail Handlers at the end of overtime.

3. Mail Handlers working with toxic materials or suspected toxic materials shall receive reasonable wash-up time.

ITEM B. (Nil)

ITEM C. FORMULATION OF LOCAL LEAVE PROGRAM

1. Any employee requesting and being approved Annual Leave must have the hours to cover the request. Any additional hours requested are subject to the discretion of the immediate manager.

2. A Mail Handler employee, at his or her option, may cancel leave at any time and may not be forced to take the leave.

3. Upon cancellation of leave, Management will post the vacated leave opportunity on the bulletin board and will grant such leave to other employees, if requested.

4. Reasonable Annual Leave shall be granted for an employee's religious holiday or other period of religious observance including funerals/burials and observed periods of mourning. This will include family or close friend status.

5. All employees will be given a copy of their 3971's upon approval or other action taken by the supervisor within 72 hours. Any 3971 which remains unanswered after 72 hours will automatically be approved. If documentation is required, the employee will have 72 hours to provide such documentation. Failure to comply shall deem 3971 as denied. Time limits will not include N/S days.

6. For choice vacation picks, employees will pick by seniority order, starting the first week of January, unless mutually extended.

7. Employees subsequently bidding to another tour after the picks are made will keep their initial pick, if desired.

8. Exceptions to the above provisions may be granted by mutual consent of the parties.

ITEM D. THE DURATION OF THE CHOICE VACATION PERIOD

1. The choice vacation period shall begin the first week in April through the last week in October, also including Easter week and Thanksgiving week. Vacation periods shall be identical for all 3 tours, with no December picks prior to December 25th.

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

1. The beginning day of the employee's vacation will be Monday.

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. Employees will pick choice vacation slots by seniority order by rounds under the following options:

- a. In the first round of picks, employees, at their option, may request two (2) selections in units of either five (5) or ten (10) days, provided all employees have had an opportunity at obtaining a choice batch.

- b. After all full-time and part-time Mail Handlers and those requesting extended leave have made their first choice, all full-time and part-time Mail Handlers will be given a second choice for as many periods as they have to their credit or will have earned at that time.

2. The method to be used for picking choice vacation slots will be for the Tour Superintendent or his/her designee to physically display the vacation pick list to each Mail Handler, in seniority order, allowing each Mail Handler, at the time of the pick, to see which vacation slots are still available. Each Mail Handler will have a maximum of two (2) days to make their selection once the list is presented to him/her.

3. An employee at his/her option may forego a choice during any round of picks.

4. At any time an employee may cancel a vacation choice. Management will then make that choice available to other employees by posting the vacated choice on bulletin boards.

ITEM G. (Nil)

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

1. The annual leave quotas will remain as follows:

	<u>Prime</u>	<u>Non-Prime</u>
Tour 1	2	1
Tour 2	2	1
Tour 3	2	1

2. Management, to the greatest extent possible, shall grant additional employees Annual Leave during this period.

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

1. Each Mail Handler shall receive written notification for the choice vacation period granted by February 22nd of each year of this agreement.

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

1. Management shall post on bulletin boards the beginning of the new leave year.

2. Two (2) copies of such notice shall be furnished to the ranking Union Official or Representative.

ITEM K. THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE 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 approval or other action taken by the supervisor within 72 hours. Any 3971 which remains unanswered after 72 hours will automatically be approved. If documentation is required, the employee will have 72 hours to provide such documentation. Failure to comply shall deem 3971 as denied. Time limits will not include N/S days.

3. Employees are not barred from making requests for increments of five (5) days or less, including parts of individual workdays.

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

1. Three (3) Overtime Desired Lists will be established and posted on each tour. Lists will consist of "Two Hour," "Four Hour," and "N/S Days." Daily Overtime List will remain in effect. These lists will be in seniority order and will start with the senior Mail Handler on a rotating basis. Any

Mail Handler who refuses Overtime three (3) times within a quarter shall be removed from List.

2. Employees shall be given at least one and one half (1 1/2) hours advance notice on overtime, except in the event of an emergency.

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 Lists.

5. Mail Handler craft overtime may not be given to other craft employees, except in an emergency.

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

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 within the guidelines set forth by the employee's physician, as long as such work does not displace or is to the detriment of a full-time regular Mail Handler holding a bid position.

2. Every effort will be made to keep the employee on his/her own tour of duty and hours of work, with the same days of rest.

3. Requests for light duty will be made to the Installation Head or his/her designee. If there is a designee, all employees shall be notified who the designee is for the respective tour.

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. Light duty assignments will require medical documentation from a physician, chiropractor, or other medical practitioner. Management may assign light duty upon request of an employee without certification for periods of less than an eight hour tour. Documentation is to be updated every 28 days and presented to Plant Manager. Union shall be notified as to who is on light duty and the expected duration of such request.

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

1. The following assignments and functions will be considered light duty if found to be within the range of duties prescribed

by medical, dental, optical, chiropractic certification:

- a. Rewrap sections
- b. Cutting/facing/traying of letter or flat mail
- c. Culling mail on belts
- d. Dressing sack racks/sack examination
- e. Banding and strapping
- f. Tying out mail
- g. Sweeping 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. Copy machine work
- o. Hand stamping
- p. Cancellation of mail
- q. Administrative messenger
- r. Loading mail on ledges
- s. Laying out carrier mail
- t. All or any combinations of the above
- u. Other work not limited to the above

2. Management recognizes its obligation where possible to provide modifications to the work area to accommodate an employee's physical limitations, such as but not limited to, rehabilitation chairs with back rests, ramps, footrests, or other apparatus.

3. One-hand work will be made available, to the extent possible, upon request and certification by the treating practitioner.

4. Temporary light duty employees shall be eligible to bid to another position as set forth in the National MOU in effect.

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. When it is proposed to permanently reassign employees deemed excess to the needs of a section or to excess a section entirely, the following shall apply:

- a. The definition of a "section" shall be the tour or station within the installation.

2. For temporary excessing of employees from a section, employees will be excessed in juniority order. If and when the section re-opens, employees will be returned in seniority order.

ITEM Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

1. One (1) parking space will be reserved for Local 300.

ITEM R. (Nil)

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

1. In accordance with the provisions set forth under 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 would have to be changed to another building or the specific duties would have to change by at least 50 percent.

2. A change or reposting of a duty assignment will be made after consultation with the ranking Union Official or Representative.

3. In accordance with the provisions set forth under Article 12, Section .3C, posting and bidding for preferred duty assignments shall be island-wide.

4. Employees awarded a new bid in the same or higher level shall be given every opportunity to qualify for the new duties.

5. In accordance with the provisions set forth under Article 13, Section .3, light duty assignments shall be determined by consultation with the Union. The light duty assignments are described in ITEM O. 2.a-u above, but are not limited to such.

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

POSTING OF DUTY ASSIGNMENTS (JOB BIDS)

1. The ranking Union Official or Representative shall be notified 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 assignment, the ranking Union Official or Representative shall be apprised of this intent in advance.

3. Vacant duty assignments for full-time employees shall be posted on a thirty (30) day cycle except for the month of December. Duty assignments will be posted for ten (10) days and employees will be notified of successful bids within ten (10) days of the closing of the bidding.

4. Type of work will include, but not be limited to:

- a. Platform.
- b. Parcel Post.
- c. Quota.
- d. Related Duties - Incoming mails.
- e. Related Duties - Outgoing mails

5. All duty assignments for full time career regular employees shall have a fixed basic work schedule with consecutive days of rest, to the maximum extent possible. Management will optimize those duty assignments with weekend days of rest.

6. All PTF employees shall have consecutive days of rest as far as practicable.

SENIORITY

1. Management shall provide the Union with one (1) copy of the Mail Handler seniority lists on a quarterly basis, or whenever requested.

2. All duty assignments shall be awarded on the basis of craft seniority.

3. All vacation picks will be made in rotating rounds on the basis of seniority.

REASSIGNMENTS

1. Employees in other crafts shall not be utilized for Mail Handler duties when Mail Handlers are available, whether or not overtime need be authorized for Mail Handler employees.

2. No employee from another craft will replace a Mail Handler employee having been excessed from his/her duty assignment.

3. When it is determined that employees will be temporarily excessed from a section and reassigned to another section or

sections, the excessing shall be made in juniority order.

MISCELLANEOUS

1. Adequate, appropriate and secure work space or room, if possible, will be reserved for the Union's use for grievance processing. An in-house telephone should be provided.

2. Management shall supply all seniority lists, jobs list, time records and other information deemed necessary by the Union for grievance processing.

3. Management will supply appropriate bulletin boards for the union's use.