

2013 Local Memorandum

Of

Understanding

Between

Westchester P & D Center
1000 Westchester Avenue
White Plains, New York 10610

And

Local 300

Of The

National Postal Mail Handlers Union

Division of Laborers International Union
Of North America AFL-CIO
Westchester Branch

Preamble

This agreement (referred to as the 2013 Local Memorandum of Understanding, Westchester Processing and Distribution Center, 1000 Westchester Ave., White Plains, NY 10610-9998) is entered into by and between the USPS, (hereinafter referred to as Management and Local #300, Westchester, NY, LIUNA, AFL-CIO (hereinafter referred to as the Union).

Note: Bold Face Type in the text indicates revised or new language

Item A. Additional or longer wash-up periods.

Wash up time of ten (10) minutes before lunch and ten (10) minutes before the end of the tour will be granted.

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. The Installation Head will take a declaration of a state of emergency by the Governor or Mayor, under advisement in deciding whether or not to curtail operations.
2. The Installation Head will also take under advisement the expertise of local departments; Police Dept., Safety Section, etc. in deciding whether or not to curtail operations when unusual conditions arise.
3. He will consult when **and** if possible, with the local Union before rendering a decision whether or not to curtail operations.
4. It must be clearly understood that the Installation Head and only the Installation Head will decide whether or not to curtail operations.

Consideration will be given to, but is not limited to such Acts of God as:

1. Fire
2. Flood
3. Inclement weather, i.e. blizzards, tornadoes, etc., and such environmental conditions as:
 - a. Lack of water.
 - b. Lack of mechanical climate control, (equipment breakdown).
 - c. Internal emergencies and civil disorders.

The decision for curtailment or termination of postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail Postal Operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

Item C. Formulation of local leave program:

1. Article 10 of the National Agreement will be the guiding factor in formulating the local leave program.
2. When a mail handler is reassigned and **has had vacation periods approved prior to the reassignment**, his/her vacation period will remain valid **after the reassignment**.

3. **Career** employees shall be granted annual leave on their birthday, if requested two weeks in advance, by submitting Form 3971 **and if the employees have adequate annual leave balance to cover the request.**
4. The Installation Head may grant additional annual leave to employees who require the same for emergencies.
5. No employee will have his scheduled vacation period canceled because of unexpected absence of other employees, even if it is necessary to pay overtime.
6. Seniority **by tour** shall be the determining factor in granting annual leave during the choice vacation period.
7. A mail handler who has exhausted his/her annual leave, due to emergency situation(s), may be granted Leave Without Pay (**LWOP**) during his scheduled annual leave period subject to approval of the Installation Head.

Item D. The duration of the choice vacation period:

The choice vacation period will commence the first (1st) Saturday in April and end the last Friday in October.

Item E. The determination of the beginning day of an employee's vacation period:

The vacation period shall start on Saturday, the first day of the employee's basic workweek.

Item F. Whether employees at their option may request two selections during the choice vacation period in units of either five or ten days:

Employees, at their option, may request two (2) selections during the choice vacation period in units of either five (5) or ten (10) days provided all employees have had an opportunity of obtaining a choice vacation slot. The total leave approved cannot exceed the number of days authorized in Article 10, Section 3D, 1, 2, or 3 as appropriate. (Not to exceed 15 days)

Item G. Whether jury duty and attendance at the National or State Conventions shall be charged to the choice vacation period:

1. Jury duty will not be charged to the choice vacation period.
2. Attendance at the National or State Conventions will not be charged to the choice vacation period for **the union officials.**

Item H. Determination of the maximum percentage of employees who shall receive leave each week during the choice vacation period:

The maximum percentage of mail handlers who will receive leave each week during the choice vacation period will be 13% of each tour. If possible, a higher percentage will be given **consistent** with the service needs as **determined by the installation head or designee. This percentage is calculated based on the active career employees. MHAs and Casuals are not included in this equation.**

Item I. The issuance of official notices to each employee of the vacation schedule approved for such employee:

1. The deadline date for the submission of requests for vacation will be the second Saturday in February.
2. The deadline date for notification of approved vacation requests will be the second Saturday in March.
3. Management will issue official notices to each employee for the vacation period approved for him/her.
4. **During the choice vacation period, if an employee wishes to cancel part or all of their vacation it must be done before the Tuesday of the week prior to the first week of the scheduled vacation. All cancellations must be in writing. Anyone that cancels part or all of their vacation needs to submit the signed 3971 to their supervisors by COB Tuesday as indicated above.**

Designated Form 1547 or as prescribed by Management will be submitted in duplicate by each mail handler.

Item J. Determination of the date and means of notifying employees of the beginning of the new leave year:

Management will notify all employees of the beginning of the new leave year by posting such notice on all official boards. A copy will be furnished to the Union as soon as this information is made available but not later than January 1st.

Item K. The procedures for submission of applications for annual leave during other than the choice vacation period:

1. **Career mail handlers are permitted to use annual leave outside of the regular choice vacation period. This leave usage must not exceed 4% of the daily active compliment of the mail handler staffing per tour. These annual leave will be approved on a first come first serve basis. Such request can be submitted up to 6 months in advance. No partial cancellation is permitted for such approved leave. Full cancellation must follow the time line and instructions specified in Item I-4.**

2. **Black out period for Item K1 will be from the first Saturday after Thanksgiving through the day after Christmas. During this period no annual leave or vacation usage is permitted.**
 3. All requests for Annual Leave for three (3) days or less shall be acted upon within two **working (2) days** of employee. Such requests shall be submitted three (3) days in advance to the **employee's supervisor.**
- This does not preclude the submission and granting of leave that does not meet the above time limit and not categorized as an emergency.
4. If the Form 3971 is not returned to the employee in the required time, the request is considered approved **provided the employee is on duty.**
 5. Annual Leave or Leave Without Pay (**LWOP**) requested by Union representatives of Local #300, to attend Union functions, shall be granted. The request should normally be in writing as far in advance as possible.

Item L. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour:

1. An Overtime Desired list will be posted by each tour. These lists will be in seniority order and would start with the senior mail handler on the tour where the overtime personnel are needed on a rotating basis.

When management determines the need for BT or ET overtime for a specific time period, then the employees that are already on the clock and available to work ET overtime (OTDL only) within that specific time period will get priority over the employees on the OTDL for BT overtime. ET overtime will be offered to the OTDL employees that are already on the clock prior to call-in someone not on the clock. Once the ET overtime list is exhausted, if additional OT need is determine by the management, then BT overtime will be offered to the employees that are on the OTDL for BT, and scheduled to report for duty on that day and within the needed time frame. ET overtime will be exhausted prior to the use of BT overtime providing that the employees are available to work ET overtime at the time of management need. There will be no merging of OTDL between tours, especially when tours overlap.

Notice of overtime shall be given to mail handlers prior to, but not less than one (1) hour prior to the end of their tour, whenever possible. The union's stewards will be notified first. If this time is not met within reason, an employee will not be penalized for not being able to work overtime, provided an explanation is given by the employee.

Mail Handler should be advised one day in advance if possible, when needed on their non-scheduled day. (The union's stewards if possible, will be notified first.) If management fails to abide by the aforementioned limit, mail handlers

will not be penalized for not working provided an acceptable explanation is given.

2. When OT is needed based for specific craft skill, OTDL will be used to determine skilled employees for scheduling OT. If an employee is by-passed on the OTDL due to lack of skill, the next round of general OT call will start with the by-passed employee.
3. The Union shall be provided with a copy of the Overtime Desired list established on each tour.
4. Should the need arise for mandatory overtime; the Union will be so advised, when possible.
5. An employee **whose tour will be extended** for the purpose of working two or more hours of overtime shall be entitled to a ten minute break before starting the overtime.
6. In those instances when all employees on the OTDL for a tour are not needed, the immediate supervisor will honor an employee's request to be passed over, providing if in complying with this request the list is exhausted and a sufficient number of employees are not obtained, then the immediate supervisor will assign overtime to those on the OTDL list in order of juniority, after full compliance with the provisions in Article 8, of the National Agreement.

Item M. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment:

Employees found to be eligible for light duty assignment under Article XIII of the National Agreement may be assigned duties compatible with their limitations if **productive work is available.**

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:

Article 13 of National Agreement **shall apply**

Item O. The identification of assignments that are to be considered light duty assignments. This determination will be governed by the needs of the service.

1. In order to provide temporary or permanent light duty assignment to those eligible employees recovering from illness or injury, Management and the Union will make a combined effort to reassign those employees to light duty assignments commensurate with his/her physical capability and **medical restrictions.**

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. For the purpose of this Local Memorandum of Understanding, a section shall be defined as a job within an area in which employee is regularly assigned.
2. In the event that an employee's assignment is declared excess to the needs of a section, the employee shall be reassigned to another by juniority. When the section is opened again, seniority will be the method used to bring the employee back to the section.
3. 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. Work areas for the purpose of assignments and/or bidding will be defined in the following manner:
 - A. ADC AREA
 - B. EQUIPMENT OPERATOR 1ST FLOOR
 - C. EQUIPMENT OPERATOR 3RD FLOOR
 - D. PLATFORM 1ST FLOOR
 - E. PLATFORM 3RD FLOOR
 - F. EMPTY EQUIPMENT
 - G. 010 - CULLING AREA
 - H. SCF TRAY, LCTS and DISPATCH AREAS.
 - I. FSS
 - J. AFSM/AI
 - K. APBS

Item Q. The assignment of employee parking spaces.

Parking at the Westchester P&DC will be provided for all employees in parking lots A&B on a first come first served basis.

Management will provide the Union with parking passes to be utilized by the **branch** President of Local 300 and Stewards chosen by the **branch President**. No more than 4 spaces will be authorized.

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.

See Provisions in Item G.

Item S. Those other items which are subject to local implementation as provided in the craft provisions of this Agreement.

1. Stewards may be permitted to hold Union meetings provided they give advance notice and there is no disruption of work activity, on authorized breaks, and/or off the clock.


2. No craft employee will be allowed to operate power equipment, without proper training.
3. The **Union** Administrative Vice-President will be notified and given an opportunity to review all vacant and newly established craft positions prior to posting.
4. It is agreed by the parties that the donation of blood by Postal Employees is a community service that merits the USPS full support and encouragement. To accomplish that objective local Management will work closely with Local 300 Union Representatives to develop reasonable procedures and publicity as to further the donation of blood. Such procedures will include meeting and communicating with recognized community service blood donation groups.
5. At the mail handler's request, following one (1) hour of work on bed loaded trailers requiring continuous heavy lifting and sustained strenuous work, the mail handler will be rotated to less strenuous duties.

Item T. Local implementation of this Agreement in relation to seniority, reassignments, and posting.

1. **Sections for this item shall be defined as in item P**
2. **Normally, an employee shall work the duty assignment for which the employee has been designated the successful bidder. However, when an employee is moved off the employee's duty assignment due to operational needs, the employee shall not be replaced by another employee if the replacing employee possesses, and if that trained skill set required for the assignment to which the replacement is assigned.**
3. **For temporary re-assignment not covered by Article 25 of the national agreement, the movement of people outside the bid assignment area will be as follows, provided the employee/employees are trained to work the section in need.**
 - a. **Volunteers**
 - b. **All casuals**
 - c. **All other craft performing mail handler work**
 - d. **All MHAs**
 - e. **All employees on overtime, holiday and on a change of schedule, by combined juniority**
 - f. **All unassigned regular Mail Handlers**
 - g. **All PTRs**
 - h. **Full time Mail Handler working their bid, section and schedule will be excessed by juniority, reassignment back to their section by seniority.**

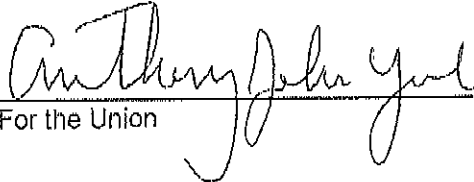
- 4. No employee shall be allowed to displace or bump another employee properly holding a position or duty assignment unless the employee displacing possess skills or training which are required for the operation in need and the replacement employee lacks those required skills or training.
- 5. Management shall provide representatives of Local #300 with an up-dated seniority list quarterly. Also one shall be posted on all official bulletin boards.

This Memorandum of Understanding is entered into on October 30, 2013 at the Westchester P&D Center, between the representatives of the United States Postal Service, and the designated agent of the NPOMHU, Local 300, a Division of the Laborers' Internationals Union of the North American (LIUNA), AFL-CIO, pursuant to the Local Implementation Article of the 1994 National Agreement. This Memorandum of Understanding constitutes the entire Agreement on matters relating to local conditions of employment.



 For the United States Postal Service

Oct. 30, 2013
 Date of Finalization



 For the Union

10/30/13
 Date of Finalization