

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**NATIONAL POSTAL MAIL HANDLERS UNION**

**LOCAL 300**

**AND**

**UNITED STATES POSTAL SERVICE**

**WESTERN NASSAU P&DC**


**(As of 1/17/07)**


**ITEM "A" - ADDITIONAL OR LONGER WASH-UP PERIODS**

1. It is agreed that each Mail Handler shall be granted wash-up time of ten (10) minutes immediately prior to meal period. An additional ten (10) minutes wash-up period will also be given immediately prior to end of tour.
2. Management will consider additional wash-up time to Mail Handlers performing exceptionally dirty work.
3. No Mail Handler will be required to work during wash-up period.

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

1. In the event that there is curtailment or termination of postal operations to conform with orders or advice of local authorities or as conditions warrant because of emergency conditions, the following shall apply:
  - a. Consideration will be given, but shall not be limited to acts of God such as fire, civil disorder, flood, and inclement weather such as blizzards, storms, extremes in temperature, as well as tornado warnings or conditions.
  - b. In the event of bomb threats or scare, tornado warnings, riots, and/or other emergencies of a like nature, the following shall apply:
    - i. Bomb threats and scare. All employees will be provided safe haven in accordance with district policy.
    - ii. Tornado warnings. All personnel will be moved to the safest part of the building under the guidelines of TORNADO PROCEDURE, in accordance with the FEDERAL SAFETY PROGRAM.
    - iii. Riots. No employee will be forced to work if there is civil disorder in the area they reside or work, if the individual's personal safety is at stake.
2. Consideration shall also be given, but not limited to the following environmental conditions within the building:
  - a. Building temperature and climate control, power failures, lack of water, sanitary, and restroom facilities, asbestos removal or other situations of a like nature.

  
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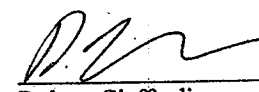
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3. When local emergency conditions warrant wholesale closings of business and other local industries, and if public transportation and/or highway and street passage are sharply curtailed, the following shall apply: (1) Management will determine the orders and advice of local authorities. (2) Management will be responsible for the dissemination of all information. (3) The information shall be provided to the employees through the media.
4. Management will make every effort to insure that inside temperature of a building and enclosed platforms is in accordance with the current Maintenance Series Handbook MS-49, or its replacement.
5. Postal officials shall consider the safety of the employees as their primary concern, taking appropriate actions to protect those employees.
6. Whenever any of the above conditions exist, the ranking official or representative of the Union on duty will be notified and apprised of the situation.
7. Whenever emergency conditions exist, as referenced above, the installation head shall give the greatest consideration to approval of administrative leave in accordance with ELM 519.1.
8. The parties recognize that the Postal Service is the most vital part of the communications machinery of the United States, and that historically, this Postal Facility has provided service to the public without interruption; therefore as a matter of policy, Postal Operations will not be terminated at this facility unless the Installation Head determines that conditions warrant.

#### ITEM "C" - FORMULATION OF LOCAL LEAVE PROGRAM

1. Union officials on Union business, or while attending Union activities will have **any** request for Annual or LWOP leave approved.
2. ***Any Mail Handler approved for leave, who is short of those annual leave hours to cover such leave, will be granted LWOP. Under these circumstances the employee shall not be charged as absent without leave (AWOL) upon return. (The items highlighted in bold and italics are subject to Impasse resolution.)***
3. ***Mail Handlers' at their option, may cancel leave at any time and may not be forced to take the leave or the remainder of the leave. (The items highlighted in bold and italics are subject to Impasse resolution.)***
4. All or any part of a cancelled vacation selection shall become available for incidental leave.
5. A Mail Handler requesting leave for their birthday, twenty (20) days in advance shall have that leave approved.
6. Every consideration will be given to requests for leave for a Mail Handler's religious holidays.


  
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7. All Mail Handlers will be given a copy of their PS Form 3971 upon approval/disapproval. Should the request be denied, the reason shall be stated in the approval/disapproval box.
8. Mail Handlers who subsequently bid to another tour after being approved leave; such leave will be granted on the new tour.
9. Management will approve all leave up to the allowed percentages as outlined in ITEM "H". However, at management's discretion, they may exceed these percentages.
10. Emergency Annual Leave will be granted upon the merits of each individual case. Reason for denial will be given in writing on PS Form 3971. The employee shall notify the installation as soon as possible when requesting EAL. In the event of an extreme emergency, when the employee is unable to contact the installation, the Mail Handler may have another individual contact the work place.
11. No minimum sick leave balance shall be established below which an employee's sick leave record would be considered unsatisfactory.
12. Upon the insistence of management, Mail Handlers requesting sick leave under the provisions of ELM 513.332, will advise the installation no sooner than one (1) hour before their scheduled start time. In addition, if it is anticipated that Sick Leave will be more than one (1) day, the Mail Handler will inform the installation of the anticipated duration. This call can be made anytime prior to the end of the tour. It is further agreed that the USPS will under no circumstances raise the question of the time of call in as inadequate time to staff under Article 16. Mail Handlers will not be required to make multiple calls when the absence is in excess of one day, providing that at the time of the call in, the installation is advised as to the length of the illness.

#### ITEM "D" - THE DURATION OF THE CHOICE VACATION PERIOD

1. The choice vacation period will be from the first full service week in which April 1st falls, up to and including the last pay period commencing in September. In addition, the service week in which Thanksgiving falls shall also be a choice vacation week.
2. ***The rest of the leave year shall be considered the "Non-Choice" leave period. The minimum percentage of Mail Handlers who will be granted leave during this non-choice period will be thirteen (13) percent. (The items highlighted in bold and italics are subject to Impasse resolution.)***
3. During the non-choice vacation selection period, one (1) selection consisting of five (5) consecutive days will be made by each employee choosing to do so.

  
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ITEM "E" - THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION

1. Mail Handler vacations shall begin on Saturday and include up to the following Friday (Postal Service Week).

*a. In the event that an employee has non-scheduled days other than Saturday-Sunday, Sunday-Monday, or Monday-Tuesday, management shall accommodate the Mail Handler's request to begin their vacation on the day following their non-scheduled days.*

*(The items highlighted in bold and italics are subject to Impasse resolution.)*

ITEM "F" - WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD. IN UNITS OF FIVE (5) OR TEN (10)

1. Mail Handlers will pick choice and non-choice vacation slots by seniority order.

a. For Choice Vacation Selections, Full Time Regular Mail Handlers shall have the option to request two (2) selections in units of either of five (5) or ten (10) working days. The total not to exceed ten (10) or (15) days, subject to the provisions of Article 10 of the National Agreement. Part Time Flexible employees will select according to provisions of ITEM "I", 2.

b. For Non-Choice Vacation Selections, Full Time Regular Mail Handlers shall have the option to request one (1) selection.

2. Mail Handlers, at their option, may forego a choice during the vacation selection process.

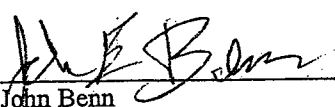
3. Mail Handlers may cancel a vacation choice at anytime. Management will then make that choice available to other Mail Handlers in accordance with ITEM "C" and ITEM "K".


4. Request for leave throughout the year shall not be unreasonably denied.

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

1. Jury duty, military leave, attendance of Union representation to national, state, regional assemblies, and meetings shall not be charged to choice vacation periods.

2. None of the above shall be included in the percentages allotted to choice or non-choice vacation periods.

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

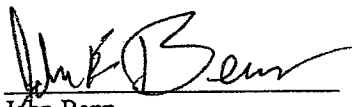
1. The minimum percentage of Mail Handlers who shall receive leave in each week of choice vacation period shall be sixteen (16) percent of the assigned complement per tour.
2. In all computations, it is agreed that a fraction of .5 percent or above shall be rounded to the next higher number.
3. Management, to the greatest extent possible, shall grant additional employees leave during this period.
4. Union officials on Union business shall not be included in these minimums.


**ITEM "I" - THE ISSUANCE OF OFFICIAL NOTICE TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEES**

1. Commencing November 1st in each year of the agreement, a Union official shall be allotted necessary time, on the clock, to poll the Mail Handler craft, by seniority by tour. The polling will continue until the most junior Mail Handler has been afforded the opportunity to make a vacation selection as outlined in ITEM "F", 1(a).
2. Part Time Flexible Mail Handlers will make their selections after the Full Time Regular Mail Handlers selections have been completed. The same vacation selection process as outlined in ITEM "F", 1(a), shall apply.
3. The vacation selection process will close November 30th as follows: Tour One, 6:00 AM. Tour Two, 1:00 PM. Tour Three, 10:00 PM.
4. Vacation selection awarded shall be posted no later than December 15th.
5. All leave awarded under the provisions of ITEM "I", will be granted.
6. Mail Handlers shall be allowed to cancel any days of the approved leave.

**ITEM "J" - DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR**

1. Notification of the beginning and ending dates of the new leave year will be posted by management on all bulletin boards no later than the 3rd Monday in October.
2. A copy of such notification will be furnished to the Union prior to posting.

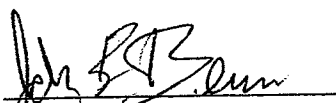
  
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3. The leave year begins with the first day of the first full pay period of the calendar year. The leave year ends with the last day of the pay period preceding the first day of the first full pay period of the following year.

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

1. Requests for leave throughout the year shall not be unreasonably denied, and will be in accordance with ITEM "C" of this agreement.
2. Requests for leave shall be submitted on PS Form 3971, in triplicate. The third copy must be returned to the employee signed and dated by the supervisor with the time of request noted in the "Time Of Call Or Request" box. It is understood that the third copy must be returned immediately to the employee at the time of submission. Management will have triplicate copies of the Form 3971 available at the Tour Office for this purpose. The second copy is to be returned to the employee at the time of approval/disapproval.
  - a. Management will consider partial day leave requests for Mail Handlers on each tour, on a first come basis.
  - b. When incidental leave is requested for less than one (1) week in duration and for other than emergency situations, the Form 3971 will be submitted in triplicate with carbons to the Supervisor no more than forty-five (45) calendar days in advance.
  - c. If multiple requests are received for the same date(s), on the same day leave will be considered in seniority order. Otherwise it will be considered on a first-come first-serve basis by date of submission.
3. All leave requests not acted upon by management by the end of the second employee work day shall be considered approved. The day of submission will not count as part of the two employee work days.
4. Sick Leave requested in advance for Medical or Dental appointments shall be given as far in advance as possible. A certificate from the attending physician or other practitioner may be required to substantiate sick leave request.



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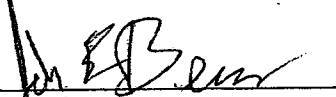


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5. It shall be the responsibility of management to inform a sick leave restricted employee, in writing, at the expiration of the three (3) month period that said employee has or has not been removed from sick leave restriction, on the first work day after the expiration of the restriction period. If the employee has not been removed, they must be given the reason in writing. If no written notification is received the first work day after the expiration period, the employee shall be considered removed from sick leave restriction.
6. It is agreed that no PS 3189 can be considered by management unless signed by a Shop Steward or the **Branch President** of Local 300, Western Nassau Branch. All requests for a Change of Schedule shall be submitted in triplicate on PS Form 3189 to their pay location supervisor or Manager of Distribution Operations. All change of schedules exceeding three (3) weeks must be submitted to the Local 300 Branch President, Western Nassau Branch, for concurrence prior to submitting to management. Approval/disapproval shall be provided by the end of two (2) employee work days. The day of submission shall not be counted as part of the two (2) employee work days. If the employee is not notified as stipulated above, the request shall be considered approved.
7. All change of schedule requests will be considered on a tour-wide basis by seniority.

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

1. An Overtime Desired List shall be established for each tour.
  - a. It is mutually agreed that the administration of the Overtime Desired List, at the Western Nassau P&DC will be conducted by the NPMHU Local 300 Western Nassau Branch. All calls at home will be conducted by Local 300 or its designee only. **Required Overtime shall be administered by local management.**
  - b. Overtime Desired List shall be posted January 2, April 1, July 1, and October 1 in each year. These lists shall be posted on the Mail Handlers bulletin board.
  - c. **Consistent with Article 8.5A of the National Agreement, Two (2) weeks prior to the start of each calendar quarter, Full Time Regular Mail Handlers desiring to work overtime during the upcoming quarter shall SIGN their names ON EACH of the Overtime Desired Lists (OTDL). This "sign-up" list will be posted outside the tour clerk's office. The list shall be posted for two (2) weeks with the posting date and the closing date and time clearly indicated. The closing time will be 6:00 AM for Tour One, 1:00 PM for Tour Two and 10:00**

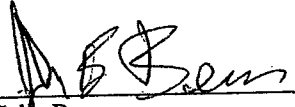
  
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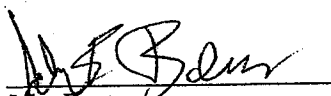
PM for Tour Three, on the fourteenth day.


- d. The Union shall be provided with one each of the OTDL, for the new quarter and accompanying "sign-up" sheets 24 hours before posting.
  - e. A Mail Handler bidding to a new tour shall be given the opportunity to sign up for overtime. However, this must be done within the first service week on the new tour. The Union shall be notified in writing of any such situation.
  - f. PTF 's who are converted to full time regular will be governed by Article 8.5a of the Mail Handler's National Agreement
  - g. Mail Handlers shall have the right to have their name removed from any OTDL providing their request is made two (2) hours in advance of then-end tour. The request shall be made in writing to their immediate supervisor.
  - h. A new rotation shall start with each quarterly list starting with the senior most Mail Handler being given the first overtime opportunity.
2. There shall be three (3) lists by tour.
- a. Before tour list
  - b. After tour list
  - c. Non-scheduled day list.
  - d. In order to be more equitable in the distribution of overtime, these lists shall be rotated as follows:
    - i. Before Tour and After Tour Lists will rotate on a continuous basis. (Example: Assume management needs six Mail Handlers for Before Tour or After Tour overtime on Monday. Assume also that the List starts with the number one Mail Handler. The first six available Mail Handlers shall be eligible. When the next opportunity for After Tour or Before Tour overtime arises, it will start at the point it left off previously. This rotation shall apply to both the After Tour and Before Tour List.)
    - ii. The Non-scheduled Day List will be rotated on a daily basis. (Example: If the need arises for non-scheduled day overtime on Monday, the senior Mail Handler(s) who have Monday as their non-scheduled day shall be eligible. The following Monday, the next senior Mail Handler who has Monday as their non-scheduled day shall be eligible.)

  
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3. Before tour list overtime, Mail Handlers will be notified of their overtime prior to the last hour of the tour on a day prior to the overtime opportunity. An employee absent will be called at home in accordance with 5b.
  - a. Due to numerous start times on tour 3, before tour overtime will be based on the needs of service, (Example: If 2 hrs overtime is needed at 1pm, those Mail Handlers with start times of 3pm will be canvassed. If overtime is needed at 4pm, those with start times of 5pm will be canvassed.)
  - b. Before tour overtime for Monday on tour 3 may be called on the previous Friday.
  - c. Mail Handlers who are given less than one (1) hours notice, may decline the overtime opportunity without penalty and cannot be considered bypassed.
4. After tour list Mail Handlers shall be advised of their overtime no later than one (1) hour before the end of their tour of duty.
  - a. Mail Handlers who are given less than one (1) hours notice, may decline the overtime opportunity, without penalty and cannot be considered bypassed.
5. Mail Handlers on the non-scheduled day list shall be notified of any overtime opportunities prior to the last hour of their scheduled tour they worked preceding the overtime day.
  - a. An employee who is not scheduled to work prior to the last hour of the overtime opportunity will be called at home in accordance with 5b. If employee cannot be reached by phone, that employee will be passed over.
  - b. An employee will be considered as having been reached at home when the following have occurred: (1) The employee has answered the phone call personally. (2) The employee has given prior written notification of their availability for Non-Scheduled day overtime on the day of the overtime opportunity. (3) Employee's who have given written notification as outlined in #5b (2) above will have a message left on the employee's answering machine. If an answering machine is not available, that employee will be passed over. Employees failing to meet the requirements of 5b (1) and 5b(2) as stated above will be passed over.
  - c. Because 90% of tour 3 has non-service days on Sat/Sun, Overtime for Sat/Sun/Mon non-service day overtime shall be called on Friday.

  
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6. Mail Handlers shall have the right to decline overtime because of fatigue, illness, disability and for emergency reasons.

- a. Management shall provide the union with names of those employees who have accepted overtime but failed to show up.
- b. Mail Handlers who have worked overtime before tour, may decline overtime after tour without penalty
- c. Mail Handlers, who have worked one non-scheduled day in a service week, may decline to work the second non-scheduled day without penalty.
- d. An employee declining overtime shall not be penalized if prior notification is given to management in writing twenty-four hours in advance. (Example: Doctor's Appointment)
- e. If due to numerous declines, the Over Time Desired List does not provide sufficient staffing to fill Management's need, the following shall apply: (Example - Assume an OTDL has 25 names on it. On a particular day, management needs seven (7) Mail Handlers to work overtime. On this particular day the OTDL starts with number 13. If the entire list is exhausted, and only four (4) Mail Handlers have accepted the overtime opportunity, numbers 12,11, and, 10 shall be required to work and shall lose their right to decline overtime only after the following order of selection has occurred:
  - i. Mail Handlers who have signed the daily " Full Time Volunteer List" in accordance with Article 8.5d of the Mail Handlers National Agreement shall be canvassed.
  - ii. Mail Handlers who are working their non-scheduled day shall be offered additional hours in order to fill staffing needs.
  - iii. PTF volunteers
  - iv. Mail Handler Casuals
  - v. PTF non-volunteers

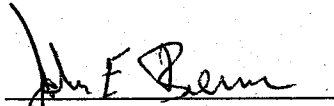
Those employees who are required to work shall not be charged with a decline of overtime.

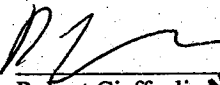
- f. **Mail Handler's who have volunteered for overtime and fail to report as scheduled in excess of two (2) times in a quarter, shall have their name removed from the Overtime Desired List for the remainder of the quarter.**

  
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- g. When a Mail Handler has their name removed from the Overtime Desired List in accordance with 6f above, it shall only be from that list the Mail Handler has declined the overtime. (Declining Non-Scheduled day overtime would warrant removal only from the Non-Scheduled day overtime list) The same shall apply to all lists.
  - h. All other overtime provisions in the National Agreement and the Local Memorandum of Understanding and Improper by Pass Memorandum shall be complied with.
7. Every effort shall be made to distribute equitably the opportunities for overtime among those on the overtime Desired Lists.
8. All make-up overtime will be in strict accordance with the "Improper By-Pass Overtime" Memorandum of Understanding, which is part of the collective bargaining agreement.
- a. All overtime that is to be resolved under the Memorandum of Understanding (Improper By-Pass Overtime) must be made known to the Union by management in writing before assigning any make-up overtime opportunities. Further, the Union must be notified when any make-up overtime is worked. The notification shall include the following information. Mail Handlers name, date by-passed, date and amount of overtime worked.
9. Those Mail Handlers who are on a change of schedule shall not be entitled to work overtime.
- Example: Normal rest days are Sat. /Sun. and change to Mon. / Tues. The Mail Handler shall not be entitled to work overtime on the new days of rest.*
- a. Those on a change of schedule to accommodate a change Tours hours shall also not be entitled to overtime.
- Example: Start time of 2300 is changed to 2200. No early overtime can be performed. End time of 0750 is changed to 0650. No late overtime shall be performed.*


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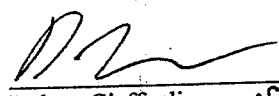
  
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ITEM "M" - THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR  
TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT

1. It is agreed that facing of mail, the culling of mail, and the hand canceling of mail can be used for temporary light duty. These assignments can be done in a sitting position for Mail Handlers who have documented a need for a sitting assignment.
2. The number of temporary light duty assignments shall be consistent with good business practices and the needs of the Mail Handlers who have documented a need for light duty.
3. It is agreed that permanent light duty assignments will be reserved for Mail Handlers who have a minimum of five years of postal service. In addition, any full-time regular or part-time flexible employee who sustained injury on duty, regardless of years of service, while performing the assigned duties can submit a voluntary request for permanent limited duty.
4. It is agreed that the Installation Head shall show the greatest consideration for full-time regular or part-time regular or part-time flexible employees requiring light duty or other assignments, giving each request careful attention, and reassign such employees to the extent possible in the employee's office. When a request is refused, the Installation Head shall notify the concerned employee in writing, stating the reason for denying the employee's request. It is further understood, that if an employee's request cannot be accommodated, as outlined in Article 13 of the collective bargaining agreement, he or she may be denied eight (8) hours of work as outlined in Article 8 of the agreement. However, it is understood that this will not happen until all supplemental work force employees, performing duties within the limitations of the light duty employee, are put off the clock.
5. Management shall make every effort 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 work force. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group.

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

1. Light Duty assignments will be fully documented, including a "Medical Justification for Light Duty" form. This form will be completed by the Mail Handler's physician, chiropractor or other medical practitioner. However, Management may assign light duty at the request of an employee without certification for a single eight (8) hour tour.

**ITEM "O" - IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY**


1. First consideration will be to the employee's regular bid if they are able to perform the duties with reasonable accommodation.
2. Light duty assignments shall be determined by consultation with the Union. These assignments shall be consistent with the National Agreement and this LMOU.
3. Identification of assignments will be on a case by case basis depending on the employee's limitations.
4. The Union will be notified of each request for light duty and the approval or disapproval by the employer.
5. Light duty employees who are on the OTDL shall be eligible for overtime work if it is within their restrictions/limitations.

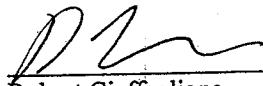
**ITEM "P" - THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED REASSIGNING WITHIN AN INSTALLATION EMPLOYEE'S EXCESS TO THE NEEDS OF A SECTION.**

1. All assignments within the same tour.

**ITEM "Q" - THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.**

1. Management will provide safe, secure, and adequate parking to the Mail Handler craft employees on a first come basis. No spaces will be reserved for bargaining unit employees except for handicapped parking, which will be appropriately designated by an above-ground sign and blue paint designations on the pavement.

  
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2. Two parking spaces shall be selected by the Union for its exclusive use. One space will be identified as "Reserved for the **Branch President** of Local 300", the other as "Reserved - Local 300 Shop Steward."
3. The Mail Handler craft will be equally represented on any parking committee.

**ITEM "R" - THE DETERMINATION AS TO WHETHER LEAVE TO ATTEND UNION ACTIVITIES SHALL BE PART OF THE TOTAL VACATION PLAN**

1. Leave for Officers and Shop Stewards selected by the Union for activities such as meetings, conventions, rallies, contracts, etc. shall be considered as outside of the leave plan totals.

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


**ARTICLE 12.3 B5 - THE DETERMINATION OF WHAT CONSTITUTES A SUFFICIENT CHANGE OF DUTIES OR PRINCIPAL ASSIGNMENT AREA TO CAUSE THE DUTY ASSIGNMENT TO BE REPOSTED SHALL BE SUBJECT TO LOCAL NEGOTIATIONS IN ACCORDANCE WITH LOCAL IMPLEMENTATION PROVISIONS OF THIS AGREEMENT.**


1. A change in start time by more than one hour.
2. A fifty (50) percent change in duties (actual duties performed).
3. When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, the affected assignment(s) shall be re-posted. The change in work days shall not be effected until the job has been posted.
4. A change in principal assignment area which requires reporting to a different physical location, **outside of this facility, Western Nassau P&DC.**
5. A change in section as defined in Article 12.4.

- a. Pay Location - All assignments within the same pay location by tour.

**ARTICLE 12.3 C - PLACE OF POSTING**

1. Bids for all craft assignments shall be posted on the official bulletin board(s). A copy of the notice shall be given to the Union 48 hours prior to posting. When an absent Mail Handler has so requested in writing, stating the Mail Handler's mailing address, a copy of any notice inviting bids shall be mailed to the Mail Handler by the installation head. Posting and bidding for duty assignments shall be installation wide.

  
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2. Management shall advise the Union in writing of all Mail Handler craft-personnel changes. These changes shall include career appointments and casual appointments. It is agreed that said notification shall take place prior to the date said change takes effect.

ARTICLE 12.3 E3e - THE ORDER OF MOVEMENT OF FULL-TIME REGULAR MAIL HANDLER EMPLOYEES IN ARTICLE 12.3 E3d

1. Junior Full-Time Mail Handler within a section shall be moved first.
  - a. When more then one work area is gaining excessed Mail Handlers, the senior excessed Mail Handlers will have choice of work areas

ARTICLE 12.4 - DEFINITION OF SECTION

1. For the purpose of day to day excessing, a section shall be defined as all assignments within the same operation number. It is further agreed that tours when overlap, seniority shall apply to the full section.

ARTICLE 12.6 C4A - THE IDENTIFICATION OF ASSIGNMENTS COMPRISING FOR THIS PURPOSE A SECTION

1. For the purpose of day to day excessing, a section shall be defined as all assignments within the same operation number. It is further agreed that tours when overlap, seniority shall apply to the full section.

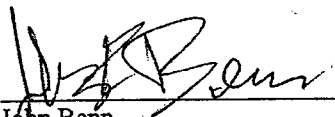
ARTICLE 13.3 - ESTABLISHING OF LIGHT DUTY ASSIGNMENTS

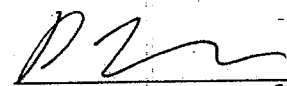
1. The provisions of ITEMS "M", "N" and "O" shall apply.

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

SENIORITY

1. All duty assignments shall be awarded on the basis of craft seniority.
2. Seniority list shall be posted quarterly on January 2, April 1, July 1, October 1. The Union will receive a copy of the seniority list 48 hours before posting.


  
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3. All daily assignments shall be made on the basis of seniority within specific work locations. No Mail Handler shall be allowed to displace or "bump" another Mail Handler properly holding a position or duty assignment.
- a. The present policy regarding "Preferred Duty Assignments" (as outlined in Article 12) shall continue.
- i. ***On a daily basis, Mail Handlers reporting within eight (8) units of the reporting time of their bids, shall have the right to select a "Preferred Duty Assignment."***  
*(The items highlighted in bold and italics are subject to Impasse resolution.)*
- ii. Mail Handlers properly holding a "Preferred Duty Assignment" shall not be bumped.
- iii. Mail Handlers who have not selected a "Preferred Duty Assignment" shall be assigned by their supervisor within their bids on a daily basis. Mail Handlers so assigned shall have the right to select any assignment as a preferred duty assignment that was not available at their reporting time. Mail Handlers who have previously selected a "Preferred Duty Assignment" cannot select another assignment when it becomes available.
- iv. Mail Handlers who are on begin tour overtime cannot select a "Preferred Duty Assignment" until after eight (8) units past their reporting time.
- v. Mail Handlers on a change of schedule for rest days shall not be allowed to select a "Preferred Duty Assignment."
4. Overtime Desired List will be administered on a rotating basis by seniority on each specific tour. At the beginning of a new quarterly OTDL, the rotation will start with the most senior Mail Handler. When a Mail Handler changes tours, they shall be allowed to have their name added to the seniority list (their name shall be slotted by craft seniority).
5. In accordance with Article 12.2G3, when an employee changes craft (voluntary or involuntarily), the employee will begin a new period of craft seniority.
6. All vacation selections shall be made by seniority.
7. After the provisions of Article 12.3E3a, E3b, E3c, and E3d have been met, Article 12.3E3e will be by junior person first.
8. It is agreed that where no provision exists as to the order of selection for any purpose, strict seniority shall prevail.

  
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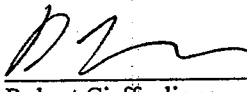
## REASSIGNMENT

1. All Full-Time Regular Mail Handlers will have bid assignments. All unassigned Full-Time Regular Mail Handlers will be awarded "Residual / No Successful" No-Bidder" assignments. When there are more than one "Residual / No Successful" assignments, Mail Handlers will choose by seniority.
2. Reassignment out of a bid for the purpose of excessing will be junior person first. It is understood that before any Mail Handler holding a bid can be excessed, all employees who do not have a bid in that operation must first be reassigned.
3. For the purpose of temporary detail to a higher level craft position, it is agreed that such higher level position will be offered in strict seniority to the qualified employee.

## POSTING

1. The Union shall be notified of all vacancies in the Mail Handler craft. After bids have been awarded, the Union shall receive a copy of all vacant duty assignments. The Union shall be given seven (7) days notice of all newly created bid positions.
2. When it is proposed to revert or abolish any duty assignment, the Union shall be apprised of the intent seven (7) days in advance. Bids planned to be abolished or reverted will not take effect without the Union having the opportunity to discuss it and taking whatever remedy available.
3. Vacant duty assignments posted for bidding shall be posted on a thirty (30) day bid 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 bid posting.
4. All duty assignments posted for bidding shall contain a specific description of assigned duties in addition to the other information set forth in Article 12.3D.
5. All duty assignments (Bids) shall have a fixed basic work schedule with consecutive days of rest. Exceptions will be those duty assignments that have been agreed to by the Union.
6. All Part-Time Flexible employees shall have consecutive days of rest as far as practicable. In no event, may a PTF be assigned split days of rest if casuals on the same tour have consecutive days of rest.
7. Daily "Preferred Duty Assignments" shall be filled on a seniority basis within the duty assignment.

  
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## MISCELLANEOUS

### HEARING IMPAIRED

The USPS will continue to provide TTY telephone service for Hearing Impaired Mail Handlers. Further, management will provide an interpreter, when requested, for the purpose of Official Discussions, Issuance of Discipline, Safety Talks, and Management Instruction Talks.

### CONCURRENCE

For the purpose of Article 16.8 of the National Agreement, all concurrence shall be signed on the discipline for which the review has been given. All concurrence shall be by the Manager of Distribution for the tour on which the Mail Handler is assigned.

### MANAGEMENT DESIGNEE


When the Installation Head appoints a designee for any purpose, the Union shall be advised in writing of all such appointments including effective date of appointment and duration.


### CANCELLING OF VACATIONS

Whenever vacation selections have been canceled, they will then become available for incidental leave.

### TEMPORARY SUPERVISOR POSITIONS (204b)

Mail Handlers detailed to a supervisory position (204b) may not bid on vacant Mail Handler duty assignments while so detailed. However, a 204b may voluntarily terminate a 204b detail and return to their craft position. Upon return to the craft position, such an employee may exercise their right to bid. However, such an employee must refrain from any 204b position for thirty (30) days after the bid awards have been posted whether or not the Mail Handler was a successful bidder.

  
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## BREAKS

The past practice regarding breaks shall continue. That practice grants all Full-Time Regular and Part-Time Flexible Mail Handlers fifteen (15) minute breaks. One break will be prior to their meal period and a second prior to their end tour. The past practice as it applies to breaks on overtime shall continue.

## TIMELY RETURN OF PS FORM 3971 AND 3189 MAIL HANDLERS

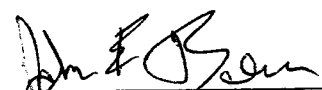
All approval/disapproval of such requests must be in writing. Any such request not returned to the employee in writing shall be considered approved within two (2) employee work days. The day of submission shall not be considered the first day.

## SPECIAL DETAILS

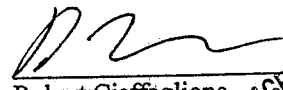
A list of volunteers shall be established on each tour. This list will comprise of those Mail Handlers who wish to be temporarily detailed. The list shall be for details such as Blood Drives, U.S. Savings Bond Drives, Combined Federal Campaigns (CFC). The Mail Handler craft will be represented in all such details.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 1, 17, 2007, at the Western Nassau Processing and Distribution Center between the representatives of the United States Postal Service and the designated agent of the National Postal Mail Handlers Union, Local 300, Western Nassau Area Local, pursuant to the Local Implementation Provisions of the 2006 National Agreement.



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The items highlighted in bold and italics are subject to Impasse resolution.

ITEM "C" - FORMULATION OF LOCAL LEAVE PROGRAM

2. *Any Mail Handler approved for leave, who is short of those annual leave hours to cover such leave, will be granted LWOP. Under these circumstances the employee shall not be charged as absent without leave (AWOL) upon return.*

ITEM "C" - FORMULATION OF LOCAL LEAVE PROGRAM

3. *Mail Handlers' at their option may cancel leave at any time and may not be forced to take the leave or the remainder of the leave.*

ITEM "D" - THE DURATION OF THE CHOICE VACATION PERIOD

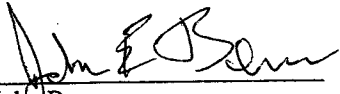
2. *The rest of the leave year shall be considered the "Non-Choice" leave period. The minimum percentage of Mail Handlers who will be granted leave during this non-choice period will be thirteen (13) percent.*


ITEM "E" - THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION

1. Mail Handler vacations shall begin on Saturday and include up to the following Friday (Postal Service Week).
  - a. *In the event that an employee has non-scheduled days other than Saturday-Sunday, Sunday-Monday, or Monday-Tuesday, management shall accommodate the Mail Handler's request to begin their vacation on the day following their non-scheduled days.*

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

3. All daily assignments shall be made on the basis of seniority within specific work locations. No Mail Handler shall be allowed to displace or "bump" another Mail Handler properly holding a position or duty assignment.
  - b. The present policy regarding "Preferred Duty Assignments" (as outlined in Article 12) shall continue.
    - i. *On a daily basis, Mail Handlers reporting within eight (8) units of the reporting time of their bids, shall have the right to select a "Preferred Duty Assignment."*

  
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