

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE

WESTERN NASSAU GMF/VMF

AND

MAILHANDLERS LOCAL #300

1987

ITEM 30.2 A -- ADDITIONAL OR LONGER WASH-UP PERIODS

- A. Management shall grant all Mailhandlers a ten (10) minute wash-up prior to lunch.
- B. Management shall grant Mailhandlers a ten (10) minute wash-up time at the conclusion of their tour of duty.
- C. Management shall give reasonable consideration for additional wash-up time for Mailhandlers for exceptionally dirty work.

ITEM 30.2 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.

- A. 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.
- B. Considerations will be given to acts of God, such as storms, fire, floods, community disasters and physical limitations that jeopardize the safety and health of employees.
- C. With reference to the above, Management shall advise the Union expeditiously as possible concerning the appropriate action to be taken, in accordance with the Employee & Labor Relations Manual, subchapter 5, part 519 (Administrative Leave).
- D. All requests for administrative leave will be acted upon as expeditiously as possible after their submission to the Installation Head.
- E. The Installation Head or his Designee will use every means possible, including public media to notify employees should it become necessary to curtail or terminate operations.

ITEM 30.2 C - FORMULATION OF LOCAL LEAVE PROGRAM

- A. Leave shall be granted using the following formula:
1. Employees who earn thirteen (13) days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice periods. The number of days not to exceed ten (10) shall be at the option of the employee.
 2. Employees who earn twenty (20) to twenty-six (26) days of annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice periods. The number of days of annual leave not to exceed fifteen (15) shall be at the option of the employee.
- B. Management will provide each Tour Superintendent/Tour Supervisor and Section Supervisor with a locally prepared annual leave selection form.
1. Each employee will indicate his/her leave selection by signing the form opposite the week(s) of his/her choice.
 2. It is the responsibility of each employee to review his/her annual leave balance at the time of his/her leave selection and periodically during the leave year. Each employee must retain sufficient annual leave to satisfy his/her leave selection.
 3. Any employee may apply to defer annual leave to the following year to the extent a carry-over balance does not exceed 320 hours.
- C. An employee may submit Form 3971 requesting annual leave for his/her birthday. Approval or disapproval of such requests will be based upon service needs.
- D. Management will adhere to the provisions of the ELM in regard to blood drives.
- E. No minimum sick leave balance shall be established below which an employee's sick leave record would be considered unsatisfactory.

ITEM 30.2 D - THE DURATION OF THE CHOICE VACATION PERIOD

- A. The choice vacation period shall consist of the first week in May through the last week of September and will include the weeks of Easter and Thanksgiving.
- B. Non-choice periods shall consist of February 1st through the last week of April, the first week of October through the last week of November, including December 26th through January 1st, excluding the weeks of Easter and Thanksgiving, and also including the month of January of the following year. December 26th-January 1st must be selected at the time vacation selections are made.
- C. During the non-choice period, a minimum of one (1) week selection will be made by each employee. Additional leave may be selected within the section and tour after all employees have had the opportunity to make an initial one (1) week selection.

ITEM 30.2 E - THE DETERMINATION OF THE BEGINNING DAY OF AN
EMPLOYEE'S VACATION PERIOD.

- A. Employees vacation shall begin on a Monday and include up to the following Sunday.

ITEM 30.2 F - WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

- A. An employee may at his/her option request two (2) selections during the choice periods in units of either five (5) or ten (10) working days. The total not to exceed ten (10) or fifteen (15) days, subject to the provisions of Article 10 of the National Agreement.
- B. Requests for extended annual leave beyond that earned for the current leave year may be granted with the approval of the Installation lea l.

ITEM 30.2 G - WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

- A. Jury duty, court leave and military leave will be considered as outside of the annual leave program.

ITEM 30.2 H - DETERMINATION OF THE MAXIMUM PERCENTAGE OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

- A. Choice vacation period weeks are to be computed with seventeen (17) percent off per week. Non-choice period weeks to be computed with ten (10) percent off per week. In all computations (.5) percent or below is rounded to the next lower number.
- B. The following will be identified as sections by tour for the purpose of vacation selection:
 - 1. Platform and Parcel Post
 - 2. Opening Units
 - 3. Mail Prep., Meter Prep. and SPR's
 - 4. Banding
 - 5. Mark II Operators
- C. Part time flexible (PTF) employees will bid on any residual vacation selections within their category and tour of duty.

ITEM 30.2 I - THE ISSUANCE OF OFFICIAL NOTICE TO EACH EMPLOYEE OF
THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

- A. For annual leave purposes, employees will submit PS form 3971 in triplicate. The third copy will be returned to the employee at the time of submission. The second copy will be returned to the employee after approval/disapproval.
- B. Employees who have selected choice vacation periods shall have the right to cancel same and shall notify their immediate supervisor in writing fourteen (14) days before the effective date. All cancelled vacation picks shall be posted for a minimum of five (5) days. First consideration will be given to the employee junior to the one cancelling said vacation pick within the same section and tour where the vacation was selected.

ITEM 30.2 J - DETERMINATION OF THE DATE AND MEANS OF NOTIFYING
EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

- A. Notification of the date of the beginning of the new leave year will be posted on all bulletin boards no later than November 1st.
- B. A copy of such notification will be furnished to the Union prior to posting.
- C. The new leave year begins with the first day of the first full pay period of the calendar year.
- D. Leave bidding by seniority shall begin no later than January 15th and shall be completed by January 31st.

ITEM 30.2 K - THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

- A. Request for annual leave of less than ten (10) days shall be submitted on PS Form 3971 and may be requested twelve (12) days in advance. Approval or denial of any request shall be provided within two (2) employee work days after submission of PS Form 3971 in duplicate. If the employee is not notified as stipulated above, the request shall be considered automatically approved.
- B. Emergency annual leave will be granted upon the merits of each individual case. Reasons for denials will be given to the employee in writing on PS Form 3971. The employee shall contact the designated Management official on his/her tour of duty on any request for emergency leave. Notification must be given as soon as practicable. In the event of an extreme emergency when the employee is unable to contact the designated Management official, he/she may have another individual contact the work place.
- C. For sick leave that can be granted in advance, such as dental appointments, physical examinations, etc., requests 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 requests.
- D. 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 he/she must be given the reason in writing. If no written notification is received the first work day after the expiration period, the employee will automatically be removed from restriction.
- E. All requests for a change of schedule of five (5) days or less shall be submitted in triplicate on PS Form 3189 to the section or tour supervisor. Approval or denial shall be provided within two (2) employee work days. If the employee is not notified as stipulated above, the request shall be considered automatically approved.
- F. When similar leave requests are received on the same date from two (2) or more employees with similar qualified skills from the same section and tour, approval will be determined by seniority.

ITEM 30.2 L - WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8
SHALL BE BY SECTION AND/OR TOUR.

A. Overtime desired list shall be established by tour.

1. There shall be two (2) overtime desired list designations:
 - a. Overtime desired on tour of duty.
 - b. Overtime desired on lay-off days.
2. Employees required to work overtime after tour of duty shall individually be given one (1) hour notice.
 - a. Employees may be excused from performing overtime because of fatigue, illness, disability and for emergency reasons. Each request to be excused from overtime, shall be judged on an individual basis.
3. Overtime desired lists shall be posted on the Mailhandlers Bulletin Boards by January 1st, April 1st, July 1st and October 1st. Employees shall volunteer for the OIDL within the ten (10) days preceding the quarterly posting.
 - a. An employee on the OIDL shall retain his/her overtime desirability when he/she moves to another tour.
4. The Union shall be provided with three (3) copies of all overtime desired lists before posting.

ITEM 30.2 M-O - LIGHT DUTY

- A. Light duty assignments shall be established on a craft basis.
- B. The following conditions and policies will be applicable in effectuating light duty assignments:
 - 1. No light duty assignment shall be created to the detriment of any full-time regular employee of the Mailhandler craft.
 - 2. Any requests for light duty must be fully supported by medical certification attesting to the need for such assignment.
 - 3. Management shall give consideration in each case to the type of disability in making light duty assignments.
 - 4. The Administrative Vice President shall be notified of any Mailhandler duties designated as light duty assignments.



Laborers' International Union
of North America, AFL-CIO

National
Post Office
Mail Handlers,
Watchmen,
Messengers
&
Group Leaders
Division

M E M O R A N D U M

Date: February 11, 1988

To: George Baker, Gen. Pres.-L #300
William Quinn, Gen. Pres.-L #301
Frederick Rogacki, Gen. Pres.-L #309
Arturo Cora, Gen. Pres.-L #313

From: Vito P. Magrino
Regional Director, NER

Re: Impasse Items (Resolved)

Enclosed please case files for impasse items relative to local negotiations which were resolved at the Regional Level.

Fraternally,

Vito P. Magrino
Regional Director
Northeast Region

VPM/sj

cc: N. Ardolina, AVP
L. Bumpus, AVP
J. Orchard, AVP
G. Goshdigian, AVP
R. Charron, AVP
T. Fitch, AVP
files

International Staff

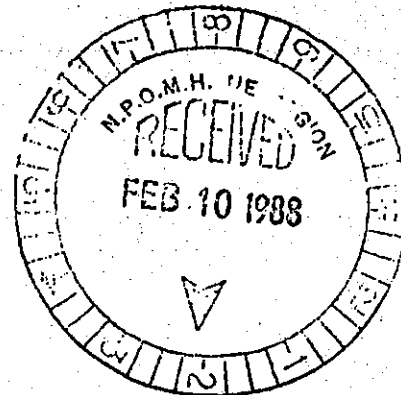
Louis D. Elesie

Director of
Contract Administration
Joseph N. Amma Jr.

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325 Broadway,
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(212) 619-0750



UNITED STATES POSTAL SERVICE
NORTHEAST REGIONAL OFFICE
WINDSOR, CT 06006-0001



Mr. Vito Magrino
Regional Director, LIUNA
325 Broadway, Suite 505
New York, NY 10007

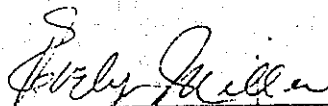
Dear Mr. Magrino:

In applying the provisions of the Memorandum of Understanding between the parties regarding the processing of impasses resulting from the 1987 Local Implementation process, it was mutually agreed that the impasse submitted by the Mailhandler Local of the Western Nassau, NY GMF/VMF Post Office relative to Item 30.2P is resolved, and the language to be incorporated into their 1987 Local Memorandum of Understanding is as follows:

Identification of assignments comprising a section when it is proposed to reassign within an installation, employees excess to the needs of a section. The sections are defined as follows:

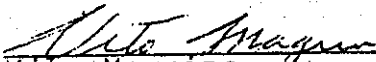
- | | |
|-------------------|--------------------|
| 1. Secondary Belt | 6. Platform |
| 2. Opening Unit | 7. Banding |
| 3. Mail Prep | 8. Parcel Post |
| 4. Mark II | 9. Empty Equipment |
| 5. Slug Belt/SPRs | |

The parties signatory to this Agreement will assume the responsibility of advising their local representatives of this Agreement.


Evelyn V. Miller
Labor Relations Program Analyst

Date: January 22, 1988

Attachment


Vito Magrino
Regional Director, LIUNA

Date: Jan 22 1988

~~ITEM 30.2 Q - THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.~~

- A. The Parking Program will continue as is.
- B. The Local 300 Administrative Vice President shall be provided with one (1) designated parking space.

ITEM 30.2 R - THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION IF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.

- A. Leave for Officers and Shop Stewards selected by the Union as "delegates" for Union activities such as meetings, conventions, rallies, contracts, etc. shall be considered as outside of the Annual Leave Plan.

ITEM 30.2 T - LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTINGS.

- A. A copy of all Mailhandler bids will be sent to the Administrative Vice President or his/her designee before posting.
- B. The Administrative Vice President or designee will be given the opportunity of viewing the results of each bid package before they are posted and the status of all other Mailhandler bids.
- C. Officers of Local 300 LIUNA will be permitted the opportunity to discuss with Supervisors the areas in which Mailhandlers duties are being performed, and to request in writing that certain jobs be posted for bid.
- D. Prior to any changes in schedule for full-time Mailhandlers, the Administrative Vice President or designee will have the opportunity to discuss the changes.
- E. All bids shall include all the information outlined in Article 12.3D of the National Agreement.
- F. That the operation number shall be required to be a part of the posting procedure as stipulated in the Mail Processing Work Assignment Guidelines.
- G. In the event all positions are not filled on a Mailhandler bid, positions will be filled by assigning unassigned regulars to the vacant position beginning with the junior unassigned regular.
- H. Full-time assigned Mailhandlers during their assigned tour of duty, shall not be given duty assignments in another section until all casuals, part-time flexibles, and unassigned full-time Mailhandlers are moved outside the assigned section.
- I. All posted bids shall be sent to absent employees on extended sick leave, annual leave, or any other leave provided the employee has so requested from the Personnel Section, in writing, giving his/her maili address.

ITEM 30.2 MISCELLANEOUS

- A. Basic work week.
 - 1. Management agrees to establish a fixed work week in accordance with Article 8, Section .2C of the 1987 National Agreement. Every effort shall be made by Management to provide consecutive non-scheduled days for all full-time Mailhandlers.
- B. Administrative Vice President or his/her designee shall be furnished with the name and assignment of all newly appointed Mailhandlers.
- C. The Installation Head/designee and the Union Chief Spokesman will check the minutes of the meeting at its conclusion. Prior to posting of the minutes, Management will submit a copy to the Chief Spokesman of the Union within ten (10) calendar days of posting.
 - 1. Three (3) copies of the minutes shall be furnished to the Administrative Vice President of Local #300.
 - 2. Management will post one (1) copy of the minutes of the Labor-Management Committee meetings on the official bulletin board in the General Mail Facility.
 - 3. Mutually agreed to items shall be implemented upon postings.
 - 4. Where disagreement has been reached, both parties must supply an explanation of their position on the issue and such explanations shall be noted in the minutes.
- D. Management shall provide representatives with an updated seniority list quarterly.
- E. Administrative Vice President and Official Stewards may use postal phones for local calls relating to the administration of the National Agreement. A supervisor must grant permission to use the phone.
- F. Safety
 - 1. Periodic tests be made in areas requested by Union.
 - 2. Ear plugs be issued to Mailhandlers working in noisy areas as per their request.

ITEM 30.2 MISCELLANEOUS (continued)

F. Safety (continued)

3. Equipment tagged for repairs should not be operated.
4. Engines on all tractors will be shut off while parked at the dock.
5. Two (2) copies of Local Safety Meeting Minutes will be given to the Administrative Vice President.

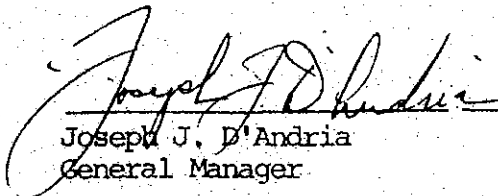
G. Holiday Scheduling

In compliance with Article 11 of the National Agreement, the method of selecting volunteer and non-volunteer employees will be as follows:

1. Casuals, even if overtime is required.
 2. All available and qualified part time flexible employees even if overtime is required.
 3. Full time employees, in order of seniority who have volunteered to work on the holiday or the day designated as their holiday when such day is part of their regular work schedule. These employees would be paid at the applicable straight time rate.
 4. Full time employees, in order of seniority, who have volunteered to work on a holiday or day designated as a holiday whose schedule does not include that day as a scheduled workday. Full time employees would be paid at the applicable overtime rate.
 5. Full time employees in inverse order of seniority who have not volunteered to work on the holiday or day designated as a holiday when such day is part of their regular work schedule. These employees would be paid at the applicable straight time rate.
 6. Full time employees in inverse order of seniority who have not volunteered to work on the holiday or day designated as a holiday and would be working on what otherwise would be their non-scheduled workday. Full-time employees would be paid at the applicable overtime rate.
- H. Skills needed will determine the procedure for scheduling volunteers and non-volunteers.
- I. In the event that major operational changes occur in the facility which effects a large number of bid assignments, Management will consult with the Union prior to reversions.

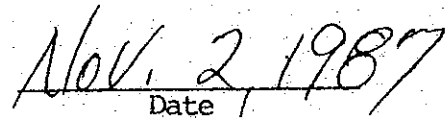
ITEM 30.2 - MISCELLANEOUS - AGREEMENT SIGN OFF

This Local Agreement is entered into on 1987 at the Western Nassau GMF/VMF Mail Facility, between the representatives of the United States Postal Service, and the designated agent of the Post Office Mailhandler Union, Local 300 LIUNA, pursuant to the Local Implementation Provision of the 1987 National Agreement.

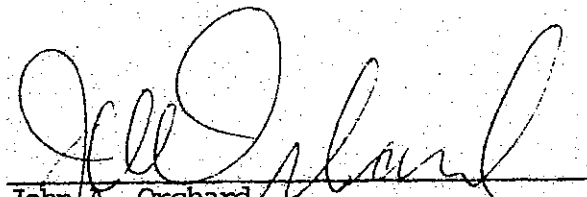


Joseph J. D'Andria
General Manager

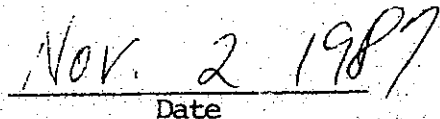
Western Nassau GMF/VMF
Garden City, N. Y. 11599-9801



Date



John A. Orchard
Administrative Vice President
Mailhandlers Union
Local 300, LIUNA



Date