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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES POSTAL SERVICE  
WESTERN NASSAU GMF/VMF  
AND  
MAILHANDLERS LOCAL #300  
REPRESENTING  
THE  
MAILHANDLER CRAFT  
AT  
THE WESTERN NASSAU  
GENERAL MAIL FACILITY  
AND VEHICLE MAINTENANCE  
FACILITY  
1985

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BASIC WORK WEEK

The parties agree to the establishment of a fixed work week in accordance with Article 8, Section 2C of the 1984 National Agreement. Every reasonable effort shall be made by Local Management to provide consecutive non-scheduled days for all full-time employees.

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## REASSIGNMENTS

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.

OVERTIME

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The Overtime Desired List shall be established by tour. A copy of each list will be provided to the Mailhandler's Administrative Vice President.

Overtime desired lists shall be posted in July, October, January and April, on Official Bulletin Boards.

An employee shall receive at least one (1) hour advance notice of required overtime.

If overtime is required, each employee shall be individually notified.

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.

Employees on the Overtime Desired List having expressed their desire to work, shall be governed by the National Agreement, Article 8, Section 5.

During the quarter every effort shall be made to distribute equitably, the opportunities for overtime amongst those on the list.

LEAVE

VACATION SELECTIONS

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Management and the Administrative Vice President/designee will meet the first work day in January to discuss the formulation of the leave program for the current year.

Leave bidding by seniority shall begin no later than the first week in January of the leave year and to be completed by the last week in January.

The employer shall no later than November 1st, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

Employees vacation shall begin on a Monday and including up to the following Sunday.

Leave shall be granted using the following formula:

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.

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.

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.

An employee may at their 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 provisions of Article 10.

Request for extended annual leave beyond that earned for the current leave year may be granted with the approval of the Installation Head.

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 excluding the weeks of Easter and Thanksgiving, and also including the month of January of the following year.

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.

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Annual leave selections will be on a strict seniority basis within a section and tour of duty.

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, above (.5) percent is rounded to the next higher number.

The following will be identified as sections by tour for the purpose of vacation selections:

1. Platform and Parcel Post
2. Opening Units
3. Sack Sorter
4. Mail Prep., Meter Prep. and SPR's
5. Banding
6. Mark II Operators

Part time flexible employees will bid on any residual vacation, annual leave vacancies within their category and tour of duty.

Management will provide each Tour Superintendent/Tour Supervisor and Section Supervisor with a locally prepared annual leave selection form.

Each employee will indicate his/her leave selections by signing the form opposite the week(s) of their choice.

It is the responsibility of each employee to review their annual leave balance at the time of their leave selections and periodically during the leave year. Each employee must retain sufficient annual leave to satisfy their leave selections.

Any employee may apply to defer annual leave to the following year to the extent a carry over balance does not exceed 240 hours.

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.

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.

## LEAVE POLICIES

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Jury duty, court leave and military leave will be considered as outside of the Annual Leave Program.

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 Program.

Request for annual leave of less than five (5) days shall be submitted on Form 3971. 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.

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.

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.

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.

Management will adhere to the provisions of the ELM in regard to blood drives.

No minimum sick leave balance shall be established below which an employee's sick leave record would be considered unsatisfactory.

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.

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.

All requests for a change of schedule 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.

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## HOLIDAY SCHEDULES

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.

Skills needed will determine the procedure for scheduling volunteers and non-volunteers.



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BIDS

A copy of all Mailhandler bids will be sent to the Union Representatives.

The Administrative Vice President or designee will be given the opportunity of viewing all Mailhandler bids received for a posted position before the winning bid is posted.

Officers of Local #300 will be permitted opportunity to discuss with Supervisors the areas in which Mailhandler duties are being performed, and to request in writing that certain jobs be posted for bid.

Prior to any changes in schedule for Full-time Mailhandlers, the Administrative Vice President or designee will be called into the office to discuss the changes.

All bids shall include the duty assignment and other information as outlined in Article 12.3D of the National Agreement.

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 mailing address.

SAFETY

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Periodical tests be made in areas requested by union.

Ear plugs be issued to Mailhandlers working in noisy areas as per their request.

Equipment tagged for repairs should not be operated.

Engines on all tractors will be shut off while parked at the dock.

Two (2) copies of Local Safety Meeting Minutes will be given to the Administrative Vice President.

LIGHT DUTY

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Light duty assignments shall be established on a craft basis.

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. Employees on light duty shall not work more than eight (8) hours in a service day or forty (40) hours in a service week.
4. Management shall give consideration in each case to the type of disability in making light duty assignments.
5. Employees on light duty will not be considered for holiday work.
6. The Administrative Vice President shall be notified of any Mailhandler duties designated as light duty assignments.

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CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

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.

Management will consult with the Union concerning the appropriate action to be taken, where the emergency is of such a nature that advance notice is possible.

Consideration will be given to Acts of God and physical limitations that jeopardize the safety and health of employees.

Management will avail themselves of all public media to notify employees of any changes resulting from the above.

Management will comply fully with Section 519 of the Employee and Labor Relations Manual.

WASH UP TIME

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Management shall grant all Mailhandlers a seven (7) minute wash-up time prior to lunch and at the conclusion of their tour of duty.

Management shall give necessary additional time for those employees performing exceptionally dirty work.

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PARKING

The Parking Program will continue as is.

The Mailhandler Administrative Vice President shall be provided with one (1) designated parking space.

MISCELLANEOUS - LABOR MANAGEMENT

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By mutual consent, labor-management meetings will be scheduled once every four (4) months or whenever deemed necessary by both parties signatory to this agreement.

A meeting room will be provided by the Installation Head. Every effort will be made to provide privacy and freedom from interruption.

Unless agreed otherwise, parties shall be entitled to equal representation. At least one (1) representative from the Union will participate on the clock. At the time the Union submits agenda items to the Installation Head, the Union will list the representatives it desires to be present at the meeting.

The Administrative Vice President of the Union will be provided in writing, by the Installation Head a list of the approved/disapproved representative.

If any representatives are disapproved, a written explanation will be provided.

Agenda items are to be exchanged by both parties a minimum of seven (7) days in advance of the meeting.

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.

Three copies of the minutes shall be furnished to the Administrative Vice President of Local #300.

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 and in the Vehicle Maintenance Facility.

Mutually agreed to items shall be implemented upon postings.

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.

MISCELLANEOUS

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Management shall provide representatives with an updated seniority list quarterly.

Administrative Vice President and Official Stewards may use Postal phone for local calls relating to the administration of the National Agreement. A supervisor must grant permission to use the phone.

Administrative Vice President shall be furnished with the name and assignment of all newly appointed Mailhandlers.



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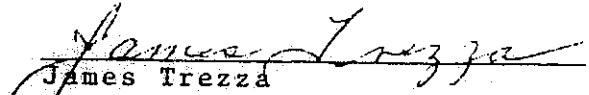
This Memorandum of Understanding is entered into on Monday, April 29, 1985 at the Western Nassau General Mail Facility and the Vehicle Maintenance Facility, between the representatives of the United States Postal Service, and the designated agent of the Mailhandler Union, Local #300, pursuant to the Local Implementation Provision of the 1984 National Agreement.



Joseph J. D'Andria  
General Manager  
Western Nassau GMF/VMF  
Garden City, New York 11599-9998

April 29, 1985

Date



James Trezza  
Administrative Vice-President  
Mailhandler Union  
Local #300

April 29, 1985

Date