# MEMORANDUM OF UNDERSTANDING

BETWEEN

# NATIONAL POSTAL MAILHANDLERS





WESTERN NASSAU BRANCH

AND

USP5

WESTERN NASSAU
GMF/VMF
1990 - 1993

NPMHU - LOCAL 300, VESTERN NASSAU BRANCH AND

U.S. POSTAL SERVICE - WESTERN NASSAU BRANCH \*\*\*\*\*ARTICLE 30. SECTION 30.2\*\*\*\*\*

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#### ITEM A - ADDITIONAL OR LONGER WASH-UP PERIODS.

- i. Wash-up time of (i0) ten minutes immediately prior to meal period and (i0) Ten minutes immediately prior to end of tour shall be granted to all Mailhandlers.
- 2. Hanagement will consider additional wash-up to Hailhandlers performing exceptionally dirty work.
- 3. No Mailhandler will be required to work during wash-up period.

FOR THE USPS

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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.

- i. 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, 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:
    - bi. Bomb threats and scare. All employees will be provided safe haven in accordance with division policy.
    - b2. 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.
    - b3. 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.

(ITEM B - CONTINUED)

FOR THE USPS

NPMHU - LOCAL 300, WESTERN NASSAU BRANCH

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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.

- 3. When local emergency conditions warrant wholesale closings of businesses and other local industries, and if public transportation and/or highway and street passage is sharply curtailed, management will be responsible for the dessimination of information to Mailhandler craft employees regarding orders and advice of local authority or as local conditions warrant, Management will make announcements through television, radio, and other media.
- 4. Management will make every reasonable effort to insure that inside temperature of a building and enclosed platforms is in accordance with Maintenance Series Handbook MS 49 in effect, in 1990.
- 5. Postal officials shall consider the safety of the employees as their primary concern, taking appropriate actions to protect those employees. These actions would include, but are not limited to full consideration of an employee's request for relief in the form of a temporary or permanent transfer or detail to another work area, or of appropriate leave to be granted. In this situation, the leave shall not be unreasonably denied.
- 6. Whenever any of the above conditions exits, 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 ELH 519.1. All requests for administrative leave must be acted upon within five days of their request. But in no case will a delay result in loss of pay as a result of the occurence being at the end of the pay period.

8. The parties recognize that the Postal Service is the most vital part of the communications machinery of the U.S.A. and that historically, this Postal Facility has provided this service to the public without interruption; therefore as a matter of policy, Postal Operationswill not be terminated at the Postal Facility unless the Installation Head determines that conditions so warrant.

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#### NPMHU - LOCAL 300, WESTERN NASSAU BRANCH

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

- 1. All leave requested shall be considered on a first come basis tour wide All leave submitted for the same leave period, will be considered as "simultaneously received". All simultaneously received leave will not be considered until two hours after the last scheduled begin time for the tour. Seniority will prevail on day of submission.
- 2. All leave will be approved/disapproved within two (2) employee workdays. The day of submission will not count as any part of the two employee work days. If the Hailhandler is not notified as stipulated above the request shall be considered approved.
- 3. Union officials on Union business, or while attending Union activities will have request for LWOP CODE 28 approved.
- 4. Any Mailhandler approved for annual leave, who is short of those annual leave hours to cover such leave, shall not be charged as absent without leave (AWOL) upon return.
- 5. Mailhandlers' at their option may cancel leave at any time and may not be forced to take the leave or the remainder of the leave.
- 6. Upon cancellation of leave of three (3) days or more, Management will post the vacated leave opportunity on the appropriate bulletin boards and will grant such leave to other employees if requested.
- 7. A Mailhandler requesting annual leave for their birthday fifteen days in advance shall have that leave approved.
- 8. Every consideration will be given to requests for annual leave for a Mailhandlers religious holiday. Mailhandlers requesting annual leave to attend the funeral of an immediate family member will be granted such leave...

(ITEM C - CONTINUED)

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

- 9. All Hailhandlers will be given a copy of their 3971 upon approval. Should the request be denied, the reason shall be stated in the approval/disapproval box.
- 10. Mailhandlers who subsequently bid to another tour after being approved annual leave, such leave will be granted on the new tour.
- ii. Hanagement will make every effort to accommodate request for annual leave.
- 12. 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 requesting EAL. In the event of an extreme emergency when the employee is unable to contact the installation. The Mailhandler may have another individual contact the work place.
- 13. No minimum sick leave balance shall be established below which an employees sick leave record would be considered unsatisfactory.
- i4. Upon the insistance of management, Mailhandlers 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 Mailhandler will inform his/her Tour Superintendent or designee (or ATOL Supervisor) 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 or inadequate time to staff under Article 16. Mailhandlers will not be required to make multiple calls. except as outlined above.

FOR THE USPS

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

- i. The choice vacation period will be from the first full service week in which April ist 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 Mailhandlers who will be granted leave during this non-choice period will be thirteen (13) percent.
  - 3. During the non-choice period, one (1) selection consisting of five (5) consecutive days will be made by each employee. Additional leave may be selected within the tour after all employees have had the opportunity to make an initial one (1) week selection.

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

- Hailhandler vacations shall begin on Monday and include up to the following Sunday with the following exception.
  - a. In the event that an employee has non-schedule days other than Saturday-Sunday, Sunday-Honday, or Honday-Tuesday, Hanagement will accommodate the Hailhandlers request to begin their vacation on the day following their nonschedule day.

FOR THE USPS

NPMHU - LOCAL 300, WESTERN NASSAU BRANCH

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

- i. Mailhandlers will pick choice vacation slots by seniority order by round under the following options;
  - a. In the first round of picks, Full time regular Mailhandlers shall have the option to request two (2) selections in units of either 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 flexibles will select according to provisions of ITEM I,2
  - b. For each subsequent round of picks, Mailhandlers, by seniority, may choose in increments of either ONE five (5) or ONE ten (10) day pick if available.
- 2. Mailhandlers at their option may forego a choice during any round of picks.
- 3. Hailhandlers may cancel a vacation choice at anytime. Hanagemnet will then make that choice available to other Hailhandlers (by seniority) by posting the vacated choice on appropriate bulletin boards.
- 4. Request for annual leave, throughtout the year shall not be unreasonably denied.

FOR THE USES

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

- i. Jury duty, military leave and attendance at national, state or regional assemblies or meetings shall not be charged to choice vacation periods.
- 2. None of the above nor an alternate vacation choice shall be counted against the percentage allotment of Mailhandlers during a choice vacation period.

FOR THE USPS

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

- I. The minimum percentage of Hailhandlers' who shall receive leave in each week of the choice vacation period shall be twenty (20) percent of the assigned complement per tour.
  - 2 In all computations, it is agreed that a fraction of .5 percent or below is rounded to the next lower number.
  - 3. Management, to the greatest extent possible, shall grant additional employees annual leave during this period.
  - 4. Union officials on Union business leave code shall not be included in these minimums.

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

- 1. Commencing November 1st, a designated supervisor will poll the Hailhandlers by seniority by tour. The polling will continue until the most junior Full Time Regular has been afforded the opportunity to make a vacation selection as outlined in ITEM F, 1. (a).
- 2. Part Time Flexible Mailhandlers will make their selections after the first round has been completed by the Full Time Regular Mailhandlers. The same vacation selection process as outlined in ITEM F, 1. (a), will apply.
- 3. The second round of vacation picks will proceed in a likewise manner, except, each Mailhandler will be allowed only ONE pick. This pick will be either for one week (5 days of annual) or 2 consecutive weeks (10 days of annual).
- 4. The vacation selection process will close at 4:00 PM, November 30th.
- 5. Vacation leave selection awards shall be posted no later than December 15th.
- 6. All leave awarded under the provisions of ITEM I, will be granted. The only requirement put upon the Mailhandler is that they must have enough of a leave balance to cover the leave request when it comes due.
- 7. Should a Mailhandler not have enough annual leave to cover an approved vacation selection, Management will give the greatest consideration to a request for Leave With Out Pay (LWOP).
- 8. A Mailhandler who is denied LWOP (as outlined in 7. above) will be allowed to use any days of the approved week that the employee has annual leave to cover.

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\*\*\*\*\*ARTICLE 30, SECTION 30.2\*\*\*\*\*

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 on all bulletin boards no later than the 3rd Honday in October.
- 2. A copy of such notification will be furnished to the Union prior to posting.
- 3. The new leave year begins with the first day of the first full pay period of the calender year and ends with the last day of the pay period preceding the first day of the first full pay period of the following year.

FOR THE USPS

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

- i. Requests for annual leave, throughout the year, shall not be unreasonably denied, and will be in accordance with Item C above.
- 2. Requests for annual leave of five (5) days or less will be submitted a maximum of fifteen (15) days in advance on PS 3971 in triplicate. The third copy will 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 is to be returned immediately to the employee at the time of submission. The second copy is to be returned to the employee at the time of approval/disapproval.
- 3. All leave requests not acted upon by management by the end of the second employee work day shall be considered automatically approved. The day of submission will not count as any part of the two employee work days.
- 4. 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.
- 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 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 shall be considered removed from restriction.
- 6. All requests for a change of schedule shall be submitted in triplicate on PS 3189 to the section or Tour Supervisor after being signed by a Shop Steward. All change of schedules exceeding three (3) weeks must be submitted to the Union AVP or designee prior to submitting to the supervisor. Approval/disapproval shall be provided by the end of 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. When 3189's are simultaneously submitted, seniority shall prevail.

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#### NPMHU - LOCAL 300, WESTERN NASSAU BRANCH

U.S. POSTAL SERVICE - WESTERN NASSAU BRANCH
\*\*\*\*\*ARTICLE 30, SECTION 30.2\*\*\*\*\*

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

- 1. Overtime Desired List shall be established by tour.
  - a. Overtime Desired List shall be posted Jan. 2, Apr. 1, Jul. 1, Oct. 1, in each year. These lists shall be posted on the Hailhandlers bulletin boards.
  - b. Two weeks prior to the start of each calender quarter, Full Time Regular Mailhandlers desiring to work overtime during the upcoming quarter shall SIGN their names on the Overtime Desired List (OTDL). This "sign-up" list will be posted in the office of the Tour General Clerk or the Tour Superintendents office. The list shall be posted for ten (10) days with the closing date and time clearly indicated. This date and time will be 4:00 PM on day ten (10). Should day ten (10) fall on a weekend day the closing will be 4:00 PM the following Monday.
  - c. The Union shall be provided with three (3) copies each, of the OTDL for the new quarter and the accompanying "sign-up" sheets 24 hours before posting.
  - d. A Mailhandler on any of the OTDL lists on one tour shall retain their overtime desirability when bidding to a new tour.
  - e. Hailhandlers shall have the right to have their name removed from any OTDL providing their request is made two (2) hours in advance of the end of their scheduled end tour. This request shall be made in writing to their immediate supervisor.
  - f. A new rotation shall start with each quarterly list.
- 2. There shall be three (3) OTDL by tour.
  - a. Non schedule day list.
  - b. Before tour list.
  - c. After tour list.

3. Non schedule day Mailhandlers on the OTDL will be notified of any Non schedule day overtime prior to the last hour of their scheduled tour they worked preceeding the overtime day.

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NPMHU - LOCAL 300, WESTERN NASSAU BRANCH

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\*\*\*\*\*ARTICLE 30, SECTION 30.2\*\*\*\*\*

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

- a. If Non schedule day overtime will be available and the senior, Hailhandler has not been notified for any reason, that Hailhandler will be called at home by telephone. If the Hailhandler cannot be reached by phone, that person shall be passed over, and the next senior Hailhandler will be contacted. The Management person responsible for the making of such calls will provide a list of all Hailhandlers so contacted, indicating, name, time of call, response (accepted, declined, no answer) to the Union.
- b. Each Hailhandler will be notified individually by Hanagement for all overtime.
- 4. Before tour list overtime Mailhandlers will be notified of their overtime prior to the last hour of the tour they worked preceeding the day of the overtime.
  - a. Mailhandlers not so notified will be considered By-Passed under the provisions of the collective bargaining agreement.
  - b. Mailhandlers who are given less than one (i) hours notice, and, who decline the overtime shall not have the overtime opportunity charged against them.
  - c. Mailhandlers will be notified individually by management of overtime opportunities.
- 5. After tour list Mailhandlers shall be advised of their overtime no later than one (i) hour before the end of their tour of duty.
  - a. Available OTDL Mailhandlers not notified will be considered By-Passed under the provisions of the collective bargaining agreement.
  - b. A Mailhandler who declined an overtime opportunity, and that opportunity was offered with less than one (i) hours notice before the end of tour, will not have that opportunity charged against them.

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FOR THE USPS

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\*\*\*\*\*ARTICLE 30, SECTION 30.2\*\*\*\*\*

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

- 6. Under no circumstances will any Hailhandler be charged as outlined in 7 b, if the time limits for notification of overtime have not been met.
- 7. Mailhandlers may be excused from performing overtime because of fatigue, illness, disability and for emergency reasons.
  - a. When overtime is declined for any reason what so ever, the person declining the overtime shall fill out a 3971 stating the reason for declining the overtime. It shall be the responsibility of the immediate supervisor to insure that the employee fills out the 3971. The Union shall receive a copy of all overtime so declined.
  - b. When a Mailhandler has declined overtime in excess of four (4) times in a quarter, that Mailhandler shall have their name removed from that overtime desired list.
  - c. When a Mailhandler has their name removed from the OTDL, it shall only be from that list the Mailhandler has declined the overtime. (Declining scheduled day overtime would warrant removal only from the scheduled day overtime list). The same shall apply to all overtime list.
  - d. All other overtime provisions in the National Agreement and the Local Memorandum of Understanding shall be complied with.
- 8. Management will make every effort to distribute equitably the opportunities for overtime among those on the Overtime Desired Lists.
- 9. All make up overtime will be in strict accordance with the Improper By-Pass Overtime Memorandum of Understanding in the 1990-93 National Agreement.
  - a. All by-pass overtime that is to be resolved under this memorandum of understanding must be made known to the union by management before the USPS implements any agreements. This provision shall cover all Hailhandlers in the collective bargaining unit. Further, the Union will be notifed when any make-up overtime is worked. The notification shall include the following information. Mailhandlers name, date passed over, date and amount of by pass overtime worked.

FOR THE USPS

FOR LOCKEL 30

## NPMHU - LOCAL 300, WESTERN NASSAU BRANCH

U.S. POSTAL SERVICE - WESTERN NASSAU BRANCH
\*\*\*\*\*ARTICLE 30. SECTION 30.2\*\*\*\*\*

## ITEM M - THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS

- i. All employees will be given consideration for light duty assignment when the need arises. Every reasonable effort shall be made to provide light duty assignments within the guidelines set forth by the employees physician or medical practitioner. Such work shall not displace or be to the detrement of a full time regular Hailhandler properly holding a bid within a duty assignment.
- 2. Every effort shall be made to keep the employee on his or her own tour of duty and hours of work, with the same days of rest.
- 3. No limitation is placed upon the number of light duty assignments to be made available for this facility.
- 4. Consistent with Management's obligation under Article 13 of the 1990-93 National Agreement, if no light duty work is available within the Mailhandler craft, consideration shall be made to assign the employee requesting light duty, to work in other crafts.
- 5. Requests for light duty will be made to the Installation head. Such requests will be accompanied by supportive medical documentation as defined in ITEM N, paragraph #1.
- 6. Light duty will be available in all supervised areas. Assignments will be made based on employees limitations/capabilities. If the Supervisor cannot provide light duty within his/her area due to employee limitations/capabilities or other work conditions, ie: Lack of Work, employee will be referred to Tour Superintendent for possible reassignment to other work areas where work within the limitations may exist. If the employees request cannot be accommodated, it is understood that he/she may be sent home.
- 7. Approved Light Duty assignments shall not exceed thirty (30) days duration. If an employee requires an extention of a Light Duty assignment, such request shall be put in writing to the Installation Head along with appropriate and updated medical documentation attesting to the employee's limitations/capabilities.

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NPMHU - LOCAL 300, WESTERN NASSAU BRANCH

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\*\*\*\*\*ARTICLE 30, SECTION 30.2\*\*\*\*\*

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.

- i. Light duty assignments will be fully documented. This will include a completed "Medical Justification for a Light Duty Form". This form will be completed by the Mailhandler's Physician, Chiropractor or other Medical Practitioner. However, Management may assign light duty at the request of an employee without certification for periods of an eight (8) hour tour.
- 2. At no time shall a regularly assigned Hailhandler of the regular work force be adversely affected in any way due to the awarding of a light duty assignment.

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U.S. POSTAL SERVICE - WESTERN NASSAU BRANCH
\*\*\*\*\*ARTICLE 30, SECTION 30.2\*\*\*\*\*

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

- 1. A light duty committee will be established consisting of two (2) representatives for the Union and two (2) representatives from management. This committee will meet to define qualifying light duty assignments.
- 2. Management will continue to have available to Hearing Impaired Mailhandlers TTY phone service.
- 3. Light duty employees shall be eligible to bid as set forth in the 1990 National Agreement Memorandum of Understanding.
- 4. Light duty employees who are on the OTDL shall be eligible for overtime work if it is within their restrictions/limitations.

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BETWEEN
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AND
U.S. POSTAL SERVICE - WESTERN NASSAU BRANCH
\*\*\*\*\*ARTICLE 30. SECTION 30.2\*\*\*\*\*\*

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

i. All assignments within the same pay location by tour.

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## 1990 -1993 LOCAL MEMORANDUM OF UNDERSTANDING BETWEEN NPMHU - LOCAL 300, VESTERN NASSAU BRANCH AND

U.S. POSTAL SERVICE, WESTERN NASSAU GMF/VMF
\*\*\*\*\*ARTICLE 30. SECTION 30.2\*\*\*\*\*

#### ITEM Q - THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

- i. Hanagement will provide adequate parking to Hailhandler 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.
- 2. The Administrative Vice President of Local 300 Western Nassau branch shall be assigned a parking space as close as possible to the Union office.

Aff THE USPS

## 1990 -1993 LOCAL MEMORANDUM OF UNDERSTANDING BETWEEN NPMHU - LOCAL 300, WESTERN NASSAU BRANCH AND

U.S. POSTAL SERVICE, WESTERN NASSAU GMF/VMF
\*\*\*\*\*ARTICLE 30, SECTION 30.2\*\*\*\*\*

ITEM 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.

1. 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.

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- ITEM S THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES.
- 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 (1) hour.
  - A fifty percent (50%) 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 reposted. The change in work days shall not be effected until the job has been posted.
  - A change in principal assignment area which requires reporting to a different physical location.
  - 5. A change in section as defined in 12.4.
    - a. Pay location All assignments within the same pay location by tour.

(ITEM S - CONTINUED)

FOR THE USPS

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CONTINUED

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

#### 12.3 C - PLACE OF POSTING

1. Bids for a craft assignment shall be posted on all official Mailhandler bulletin boards. Three (3) copies of the notice shall be given to the Union. When an absent Mailhandler has so requested in writing, stating the Mailhandler's mailing address, a copy of any notice inviting bids shall be mailed to the Mailhandler by the installation head. Posting and bidding for duty assignments shall be installation-wide.

(ITEM 5 - CONTINUED)

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

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

 Junior Full-Time Mailhandler shall be moved first.
 a. When more then one work area is gaining excessed Hailhandlers, the senior excessed Hailhandler will have choice of work areas.

(ITEM S - CONTINUED)

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CONTINUED

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

12.4 - DEFINITION OF A SECTION

- i. A section shall be defined by;
  - a. All assignments within the same pay loacation by tour shall comprise a section for this purpose.

(ITEM S - CONTINUED)

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

12.6 C4a - THE IDENTIFICATION OF ASSIGNMENTS COMPRISING FOR THIS PURPOSE A SECTION

i. All assignments within the same pay location by tour shall comprise a section for this purpose.

(ITEM S - CONTINUED)

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

13.3 - ESTABLISHMENT OF LIGHT DUTY ASSIGNMENTS.

 A light duty committee will be established consisting of two (2) representatives from the Union and two (2) representatives from Management.

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

#### ITEM T - SENIORITY

- All duty assignments shall be awarded on the basis of craft seniority.
- 2. Seniority list shall be posted quarterly on January 2, April i, July i, October i. The Union will receive three (3) copies of the seniority list.
- 4. All daily assignments shall be made on the basis of seniority within specific work locations. No Mailhandler shall be allowed to displace or "bump" another Mailhandler properly holding a position or duty assignment.
- 5. 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 Mailhandler.
- In accordance with Article (2.2 G3, when an employee changes from another craft to Mailhandler (voluntary of involuntarily), the employee will begin a new period of craft seniority.
- 7. All vacation picks will be made in rotating rounds on the basis of seniority.
- 8. After the provisions of Article 12.3 E3a, E3b, E3c, and E3d, have been met, 12.3 E3e will be by juniority.
- It is agreed that where no provision exist as to the order of selection for any purpose, the first offer shall go to the senior Mailhandler

(ITEN T - CONTINUED)

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

#### ITEM T - REASSIGNMENT

- All Full-Time Regular Mailhandlers will have bid assignments. All unassigned FTR Mailhandlers will be awarded "No Bidder" assignments. When there are more than one "No-Bidder" assignment the senior Mailhandlers will make their choices by seniority
- 2. Reassignment out of bid for the purpose of excessing will be by juniority. When there is more than one area as the gaining area, the choice will be by seniority.
- 3. For the purpose of temporary detail to higher level craft positions, it is agreed that such higher level positions will first be offered to the senior Mailhandler by tour.

(ITEM T - CONTINUED)

FOR THE USPS

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

#### ITEM T- POSTING

- The Union shall be notified of when any and all vacancies exist in the Mailhandler duty assignments and be given prior notice to review all vacant and newly created positions.
- 2. When it is proposed to revert or abolish any duty assignment, the Union shall be apprised of the intent in advance. Abolishments and reversions will not be affected without the Union first having the opportunity to discuss it and taking what ever remedy available.
- 3. Vacant duty assignments to be posted for bidding for Full Time Regular Mailhandlers, 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 (10) days of the closing of the bids.
- 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.
- 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 discussed in consultation with 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 have consecutive days of rest.
- 7. Daily preferred duty assignments shall be filled on a seniority basis within the duty assignment area.
- 8. All posted bids shall be sent to absent Mailhandlers on any leave status, provided the employee has so requested from the personnel section, in writing, giving their mailing address.

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#### **MISCELLANEOUS**

DISCUSSIONS

Discussions under Article 16.2, will be initialed by both the Supervisor and the Mailhandler next to the date. This will be done in a book which will be set up on each tour. The book shall be of a type that has pages that cannot be removed.

HEARING IMPAIRED

i. The USPS will continue to provide TTY telephone service for Hearing Impaired Mailhandlers.

2. The question of providing interpreters for Hearing Impaired Mailhandlers, for the purpose of Official Discussions. Issuance of Discipline, Safety Talks and Management Instruction Talks will be resolved at a Labor Management meeting..

CONCURRENCE

For the purpose of Article 15.8 of the National Agreement, all concurrence shall be signed on the discipline for which the review has been given. The past practice as it applies to Article 15.8 with regard to Installation Head designees shall continue.

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.

(MISCELLANEOUS - CONTINUED)

FOR THE USPS

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#### **MISCELLANEOUS**

CANCELING OF CHOICE VACATION

Whenever possible, choice vacation picks canceled more than one (i) week in advance, will be posted for three (3) days. At the end of that time the senior Mailhandler requesting that week shall have it awarded to him/her. An exception would be made should the Hailhandler immediately junior to the canceling employee request the canceled week, then that Hailhandler will be awarded the choice picks.

TEMPORARY SUPERVISOR POSITIONS (204B)

Hailhandlers temporarily detailed to a supervisory position (204B) may not bid on vacant Hailhandler 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 on vacant Hailhandler craft duty assignments. In addition, the employee must remain in the craft position for at least thirty (30) days after starting the new bid.

BREAKS

1. The past policy regarding breaks shall continue. That policy grants all FTR and PTF Mailhandlers a fifteen (15) minute break during their scheduled tour of duty prior to their meal period. A second fifteen (15) minute break during the scheduled tour of duty between meal period and scheduled end of tour.

2. The past practice as it applies to breaks on overtime shall continue.

CASUAL ROSTER

Hanagement will provide the Union with a casual roster. The roster will be updated whenever such updates are sent to the tours. The tour will advise the Union whenever a casual has been terminated. The roster will include the name and social security number of all Mailhandler

TIMELY RETURN OF PS FORM 3971 AND 3189 TO

MAILHANDLERS

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 as outlined in the 1990 -1993 Local Hemorandum of Understanding.

(HISCELLANEOUS - CONTINUED)

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#### **MISCELLANEOUS**

GRIEVANCE AWARDS

All grievances which are settled with an award involving monies, overtime, and straight time, will have their PS form 2243 submitted to Hanager, Finance within (1) one pay period. The supervisor will include with the PS form 2243 all supporting documentation required for processing.

SPECIAL DETAILS

A list of volunteers shall be established on each tour. This list will comprise those Mailhandlers who wish to be temporarily detailed, for the purpose of Blood Drives, Bond Program, Combined Federal Campaign (CFC). The Mailhandler craft will be represented in all such programs.

RESTRICTED SICK LEAVE

It shall be the responsibility of Hanagement to inform a Sick Leave Restricted Mailhandler in writing at the expiration of the three (3) wonth period, that said employee has or has not been removed for Sick Leave Restriction, on the first work day after the expiration period, the employee will automatically be removed from restriction.

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## AGREEMENT

This Memorandum of Understanding is entered into on MAY 31, 1991, between representatives of the National Postal Mailhandlers Union, LIUNA-AFL-CIO Local 300, Western Nassau Branch and the designated agent of the United States Postal Service, Western Nassau GMF/VMF, persuant to Article 30 of the 1990 National Agreement.

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

CARL F BOTHE

GENERAL HANAGER

WESTERN NASSAU GMF/VMF

JOHN A ORCHARD

AVP LOCAL 300

WESTERN NASSAU BRANCH