

DATE:

MANAGERS, CUSTOMER SERVICE OPERATION  
MANAGERS, CUSTOMER SERVICE  
MANAGERS, DISTRIBUTION OPERATIONS  
UNIT HEADS  
MANHATTAN

SUBJECT: **2016-2019, Mail Handler Local Memorandum of Understanding (LMOU)**

Attached is a copy of the above-referenced agreement.

Please note there are three (3) different print types. They are as follows:

Regular – indicates no change (Language from previous LMOU)

**Bold** – New or changed language.

*Italic* – Prior LMOU language currently pending impasse appeal procedures.

If you have any questions, please contact your Labor Relations Specialist.

Vanessa Duncan-Smith

Attachment

**MAIL HANDLER CRAFT**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MANHATTAN INSTALLATION POST OFFICE 10199-9998**

**AND**

**LOCAL # 300, NEW YORK BRANCH**

**OF**

**THE NATIONAL POSTAL MAIL HANDLERS UNION,**

**A DIVISION OF LABORERS' INTERNATIONAL**

**UNION OF NORTH AMERICA, AFL-CIO**

**2016-2019**

## PREFACE

This Local Memorandum of Understanding between the Manhattan Installation and Local #300, New York Branch of the National Postal Mail Handlers Union, shall remain in full force and effect in accordance with Article 30.1 of the National Agreement.

Table of Contents

		<u>Page Number</u>
ITEM A	ADDITIONAL OR LONGER WASH-UP PERIODS	5
ITEM B	GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.	6
ITEM C	FORMULATION OF LOCAL LEAVE PROGRAM.	7
ITEM D	THE DURATION OF THE CHOICE VACATION PERIOD.	9
ITEM E	THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.	13
ITEM F	WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS.	14
ITEM G	WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.	15
ITEM H	DETERMINATION OF THE MAXIMUM PERCENTAGE OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.	16
ITEM I	THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.	17
ITEM J	DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.	18
ITEM K	THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.	19
ITEM L	WHETHER OVERTIME DESIRED LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.	20
ITEM M	THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS.	21
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.	22

ITEM O	THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY.	23
ITEM P	THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.	24
ITEM Q	THE ASSIGNMENT OF EMPLOYEES PARKING SPACES.	25
ITEM R	THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE LOCAL CHOICE VACATION PLAN.	26
ITEM S	THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES.	27
ITEM T	LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.	30
* SUPPLEMENTAL MEMORANDUM OF UNDERSTANDING		32

ITEM A: ADDITIONAL OR LONGER WASH-UP PERIODS

The parties agree that the existing 12 minute wash-up period before lunch and 15 minute wash-up period before the end of the tour is reasonable and shall be continued as in the **2011-2016** Local Memorandum of Understanding between Local 300, NEW YORK BRANCH OF THE NATIONAL POSTAL MAIL HANDLERS UNION, A DIVISION OF LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO and Manhattan Installation Post Office. Local management will ensure that during the general orientation period for newly hired employees, they are advised of their entitlement to a 12 and 15 minute wash-up period.

ITEM B: GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

1. 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.
2. When local emergency conditions warrant wholesale closing of businesses and public transportation is sharply curtailed, local management will make every reasonable effort to disseminate information to Mail Handler union representatives regarding orders of local authorities or as local conditions warrant.
3. 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.
4. All consideration will be given by the Installation Head to Acts of Nature, physical limitations and other situations such as riots and bomb scares, wherein such jeopardizes the safety and health of Mail Handler employees. Local management will take every action to comply with Section 519 of the Employee & Labor Relations Manual.
5. Management will avail itself of all public media to notify employees of any changes resulting from the above.
6. These procedures will also apply to conditions which could have a significant negative impact on the Safety and Health of Mail Handler employees. In evaluating these situations, recognized standards (e.g. OSHA, EPA, and Postal Regulations) shall be considered.
7. Management will take all reasonable offsetting steps to ensure inside temperature recommendations, established by the USPS and as specified in Maintenance Series Handbook – MS 49 and related documents, are maintained.
8. In light of making employee safety and health the primary concern, postal officials shall take appropriate actions to protect employees. When emergency conditions exist, consideration will be given to an employee's request for appropriate relief by a temporary transfer to another work area or of a leave request. The type of leave requested shall be determined by the Mail Handler, while approval shall be determined by management. The requested leave shall not be unreasonably denied.
9. Management shall formulate and publicize Standard Operating Procedures for potential emergency situations (e.g. bomb threats, suspicious parcels, fire). The parties acknowledge that legally "restricted" aspects of such contingency plans shall not be generally publicized.

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

1. When a request for leave has been submitted in advance, and has been denied, an employee shall be given the reason for the denial in writing.
2. Management will let off as many Mail Handlers as possible in each section, on each tour. When requests are received within the same tour time frame, seniority will prevail.
3. When an employee requests vacation in excess of the number of days specified in the approved vacation schedule, such request shall be granted in accordance with seniority regulations, provided this additional leave does not deprive any other employee of his first choice for scheduled vacation.
4. A request for extended annual leave beyond that earned for the current leave year and carried over from previous leave year(s) may be granted, provided it is in accordance with seniority regulations and business conditions permitting.
5. Employees at their request shall be granted permission to withhold vacation until the following year, provided that the total number of hours held over does not exceed 440 hours. No two selections in units of 5, 10 or 15 workdays during the weeks of choice vacation period shall be assigned to an employee until all employees have had the opportunity of obtaining a choice selection.
6. When an employee is re-assigned to another station or unit, the vacation selection approved for this employee at his/her former station or unit remains valid.
7. During the month of November, a posting will be provided for the leave period prior to the choice vacation period. The choice vacation period and the balance of the leave year shall be posted in January.
8. A vacation bid form must be made available for each employee by the first Friday in February. They will be allowed up to 15 days to bid. Forms will be made available on all tours and in all work locations where Mail Handlers are assigned. A posting of Approved Vacation Schedules for the choice vacation period shall be placed on the employee bulletin boards within 30 days of the final date of submission of all applications for vacations during the choice period. Employee requested cancellations of vacation schedules or approved annual leave shall be submitted in writing to the employee's immediate supervisor, at least three (3) weeks in advance of the first day of the scheduled vacation. All cancellations will be promptly posted to afford employees from the section the opportunity to submit a vacation preference bid sheet. At the request of the Union, Management shall provide the Union with copies of submitted vacation bid forms prior to finalizing the posting for the purpose of assisting management in finalizing the vacation posting. MHAs shall apply for annual leave during choice vacation periods after career Mail Handlers for the remaining weeks and granting leave to MHAs during choice vacation period must be contingent upon the MHA having a leave balance of at least forty (40) hours.
9. The procedure for application for Annual Leave during the choice vacation period shall be as follows: the employee submits PS Form 3971 in triplicate to his/her immediate supervisor, no less than two days and no more than three weeks prior to the beginning date of such Annual Leave.
10. The remainder of the employee's Annual Leave may be granted at other times of the year as requested by the employee based upon operational needs.



11. Annual Leave may be granted during December. Employees may submit standard PS Form 3971 to their supervisors requesting Annual Leave for other than during the choice vacation period.
12. It will be the responsibility of all employees to choose a sufficient vacation period in order to eliminate the possibility of forfeiting any vacation to their credit over 440 hours at the end of the leave year. The determination shall be based upon operational needs.
13. Annual Leave requests for the same day for periods of less than eight (8) hours shall be acted upon within a reasonable amount of time after the PS Form 3971 has been submitted to the employee's supervisor. The determination should not be unduly delayed from the time the PS Form 3971 is submitted and should not be unreasonably denied.
14. To avoid unscheduled absences and to encourage proper use of leave, employees working within the same job title, tour and within the same section, should not be unreasonably denied the right to temporarily swap non-scheduled days within the same service week. This is to be done via properly completed PS Form 3189. **Supervisors will return the PS Form 3189 approved or disapproved, with reason for determination within three (3) days.**
15. Annual Leave or Leave Without Pay requested by a bona-fide Union representative due to emergent union business should be granted. The request should normally be on PS Form 3971. This is verified by the President or designee of the union contacting the Manager, Labor Relations within the requested tour.
16. The following positions will bid separately for vacation at their respective facility:

Mail Handlers  
Mail Handler Equipment Operators  
Mail Processing Machine Operators

ITEM D: THE DURATION OF THE CHOICE VACATION PERIOD

1. The Choice Vacation Period shall be 22 weeks:  
**April 8, 2017 (week 1) – September 8, 2017 (week 22)**  
**April 7, 2018 (week 1) – September 7, 2018 (week 22)**  
**April 6, 2019 (week 1) - September 6, 2019 (week 22)**
2. The maximum number of vacation days to be granted during choice vacation periods.

<u>Leave Bracket Number</u>	<u>Number of Annual Leave Days Earned Per Year</u>	<u>Max. No. of A/L Days to be Granted in Choice Periods</u>	<u>Number of Annual Leave Days Remaining</u>
1	13	10	3
2	20	15	5
3	26	15	11

3. If after the initial sign-up period is completed and vacant weeks still exist on the vacation sign-up list, Mail Handlers will be allowed to select any vacant weeks, as per Article 10.5C of the National Agreement. All requests for vacant weeks, which are submitted seven (7) days or more in advance of the leave period, will be honored on the basis of Tour seniority. Every reasonable effort shall be made to grant requests for vacant weeks submitted less than seven (7) days in advance of the leave period.
4. The attached charts reflect the established vacation weeks for Leave Years **2017-2019** for regular Mail Handlers.

REGULAR MAIL HANDLER AND MHA EMPLOYEES  
CHOICE VACATION PERIOD – 2017

WEEK	DATES		PERCENTAGES
1	April 8, 2017	To April 14, 2017	13%
2	April 15, 2017	To April 21, 2017	13%
3	April 22, 2017	To April 28, 2017	13%
4	April 29, 2017	To May 5, 2017	13%
5	May 6, 2017	To May 12, 2017	13%
6	May 13, 2017	To May 19, 2017	13%
7	May 20, 2017	To May 26, 2017	13%
8*	May 27, 2017	To June 2, 2017	13%
9	June 3, 2017	To June 9, 2017	13%
10	June 10, 2017	To June 16, 2017	13%
11	June 17, 2017	To June 23, 2017	15%
12	June 24, 2017	To June 30, 2017	15%
13*	July 1, 2017	To July 7, 2017	15%
14	July 8, 2017	To July 14, 2017	15%
15	July 15, 2017	To July 21, 2017	15%
16	July 22, 2017	To July 28, 2017	15%
17	July 29, 2017	To August 4, 2017	15%
18	August 5, 2017	To August 11, 2017	15%
19	August 12, 2017	To August 18, 2017	15%
20	August 19, 2017	To August 25, 2017	15%
21	August 26, 2017	To September 1, 2017	15%
22*	September 2, 2017	To September 8, 2017	15%

ADDITIONAL NON-CHOICE LEAVE PERIODS WHICH EMPLOYEES MAY REQUEST

September 9, 2017 To September 15, 2017  
 September 16, 2017 To September 22, 2017  
 September 23, 2017 To September 29, 2017  
 September 30, 2017 To October 6, 2017  
 \*October 7, 2017 To October 13, 2017  
 October 14, 2017 To October 20, 2017  
 October 21, 2017 To October 27, 2017  
 October 28, 2017 To November 3, 2017  
 November 4, 2017 To November 10, 2017  
 \*November 11, 2017 To November 17, 2017  
 \*November 18, 2017 To November 24, 2017  
 November 25, 2017 To December 1, 2017

MHAs shall apply for annual leave during choice vacation periods after career Mail Handlers for the remaining weeks and granting leave to MHAs during choice vacation period must be contingent upon the MHA having a leave balance of at least forty (40) hours, as per percentage in choice vacation periods – as long as choice vacation period percentage has not been maximized.

\*Denotes Holiday Week

THERE IS NO REQUIRED PERCENTAGE OF EMPLOYEES TO BE AWARDED LEAVE DURING THE NON-CHOICE PERIODS.

REGULAR MAIL HANDLER AND MHA EMPLOYEES  
CHOICE VACATION PERIOD - 2018

WEEK	DATES	PERCENTAGES
1	April 7, 2018 To April 13, 2018	13%
2	April 14, 2018 To April 20, 2018	13%
3	April 21, 2018 To April 27, 2018	13%
4	April 28, 2018 To May 4, 2018	13%
5	May 5, 2018 To May 11, 2018	13%
6	May 12, 2018 To May 18, 2018	13%
7	May 19, 2018 To May 25, 2018	13%
8*	May 26, 2018 To June 1, 2018	13%
9	June 2, 2018 To June 8, 2018	13%
10	June 9, 2018 To June 15, 2018	13%
11	June 16, 2018 To June 22, 2018	15%
12	June 23, 2018 To June 29, 2018	15%
13*	June 30, 2018 To July 6, 2018	15%
14	July 7, 2018 To July 13, 2018	15%
15	July 14, 2018 To July 20, 2018	15%
16	July 21, 2018 To July 27, 2018	15%
17	July 28, 2018 To August 3, 2018	15%
18	August 4, 2018 To August 10, 2018	15%
19	August 11, 2018 To August 17, 2018	15%
20	August 18, 2018 To August 24, 2018	15%
21	August 25, 2018 To August 31, 2018	15%
22*	September 1, 2018 To September 7, 2018	15%

ADDITIONAL NON-CHOICE LEAVE PERIODS WHICH EMPLOYEES MAY REQUEST

- September 8, 2018 To September 14, 2018
- September 15, 2018 To September 21, 2018
- September 22, 2018 To September 28, 2018
- September 29, 2018 To October 5, 2018
- \*October 6, 2018 To October 12, 2018
- October 13, 2018 To October 19, 2018
- October 20, 2018 To October 26, 2018
- October 27, 2018 To November 2, 2018
- November 3, 2018 To November 9, 2018
- \*November 10, 2018 To November 16, 2018
- \*November 17, 2018 To November 23, 2018
- November 24, 2018 To November 30, 2018

MHAs shall apply for annual leave during choice vacation periods after career Mail Handlers for the remaining weeks and granting leave to MHAs during choice vacation period must be contingent upon the MHA having a leave balance of at least forty (40) hours, as per percentage in choice vacation periods – as long as choice vacation period percentage has not been maximized.

\*Denotes Holiday Week

THERE IS NO REQUIRED PERCENTAGE OF EMPLOYEES TO BE AWARDED LEAVE DURING THE NON-CHOICE PERIODS.

REGULAR MAIL HANDLER AND MHA EMPLOYEES  
CHOICE VACATION PERIOD - 2019

WEEK	DATES		PERCENTAGES
1	April 6, 2019	To April 12, 2019	13%
2	April 13, 2019	To April 19, 2019	13%
3	April 20, 2019	To April 26, 2019	13%
4	April 27, 2019	To May 3, 2019	13%
5	May 4, 2019	To May 10, 2019	13%
6	May 11, 2019	To May 17, 2019	13%
7	May 18, 2019	To May 24, 2019	13%
8*	May 25, 2019	To May 31, 2019	13%
9	June 1, 2019	To June 7, 2019	13%
10	June 8, 2019	To June 14, 2019	13%
11	June 15, 2019	To June 21, 2019	15%
12	June 22, 2019	To June 28, 2019	15%
13*	June 29, 2019	To July 5, 2019	15%
14	July 6, 2019	To July 12, 2019	15%
15	July 13, 2019	To July 19, 2019	15%
16	July 20, 2019	To July 26, 2019	15%
17	July 27, 2019	To August 2, 2019	15%
18	August 3, 2019	To August 9, 2019	15%
19	August 10, 2019	To August 16, 2019	15%
20	August 17, 2019	To August 23, 2019	15%
21	August 24, 2019	To August 30, 2019	15%
22*	August 31, 2019	To September 6, 2019	15%

ADDITIONAL NON-CHOICE LEAVE PERIODS WHICH EMPLOYEES MAY REQUEST

- September 7, 2019 To September 13, 2019
- September 14, 2019 To September 20, 2019
- September 21, 2019 To September 27, 2019
- September 28, 2019 To October 4, 2019
- October 5, 2019 To October 11, 2019
- \*October 12, 2019 To October 18, 2019
- October 19, 2019 To October 25, 2019
- October 26, 2019 To November 1, 2019
- November 2, 2019 To November 8, 2019
- \*November 9, 2019 To November 15, 2019
- November 16, 2019 To November 22, 2019
- \*November 23, 2019 To November 29, 2019

MHAs shall apply for annual leave during choice vacation periods after career Mail Handlers for the remaining weeks and granting leave to MHAs during choice vacation period must be contingent upon the MHA having a leave balance of at least forty (40) hours, as per percentage in choice vacation periods – as long as choice vacation period percentage has not been maximized.

\*Denotes Holiday Week

THERE IS NO REQUIRED PERCENTAGE OF EMPLOYEES TO BE AWARDED LEAVE DURING THE NON-CHOICE PERIODS.

ITEM E: THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

1. When Saturday is part of the Basic Work Week, Saturday shall be the first day of vacation. In all other instances the first day of the Basic Work Week shall be the first day of vacation.
2. Exception – when employees scheduled rest days are Sunday and Monday, their vacations will begin on Tuesday. Request for additional leave shall be granted, subject to the needs of the Service.

ITEM F: WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO ELECTIONS  
DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER FIVE (5) OR TEN  
(10) DAYS

Employees, at their option, may request two selections during the choice vacation period in units of either 5 or 10 days provided all employees have had an opportunity of obtaining a selection in the choice vacation period. Nothing herein shall be construed to deny employees who earned 20 or 26 days annual leave per year their right to make selections of up to fifteen (15) days of continuous annual leave.

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

1. Jury Duty shall not be charged to the choice vacation period.
2. Attendance at National or State Conventions, by the Union Officials, Stewards and Delegates shall not be charged to the choice vacation period.
3. Any other Full time/Part time Mail Handler will be provided consideration as per Article 24 of the National Agreement. The employees shall also provide proof of attendance.



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

1. Full time, Part Time Regular and MHA employees – as per Item D.1 above. The percentage agreed to shall be by tour.
2. When an assigned scheduled vacation selection or portion of at least one (1) week is not utilized by the employee, including an employee who has retired, this selection of at least one week shall be reposted for bid to all employees, even those requesting deferment, and shall be filled according to seniority regulations, provided the percentages showing in Item 1 are not exceeded.
3. Re-assigned employees shall be permitted to bid for any vacation opening that may arise in their new station or unit in accordance with existing seniority regulations, provided the percentages shown in Items 1 are not exceeded.
4. When the complement of Processing and Distribution Center or station is increased after the vacation selection bids are submitted, additional vacations shall be provided and the percentage in each week shall not be diminished.

ITEM I: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

1. Official notices of Approved Vacation Schedules shall be placed on employee bulletin boards and a copy shall be furnished to the Chief Steward or Steward and the Branch President for all facilities with 5 or more Mail Handlers. Where glass bulletin boards are available they shall be utilized. Further, each employee shall be given a copy of his/her approved vacation.
  
2. To the extent possible within thirty (30) days after the final date of submission of all applications for vacation periods within the choice vacation period, all employees will be given written notification of their approved vacation choice.

ITEM J: DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE  
BEGINNING OF THE NEW LEAVE YEAR

Employees will be notified of the beginning of the new leave year by posting a notice on management's official bulletin boards, and a copy of the notice shall be given to the tour chief steward (and the Branch President).

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

1. The Plant Manager Major or Manager, Customer Service or his/her designee may grant additional annual leave to employees that require the same.
2. Local management agrees that it will make every reasonable effort, including the posting of notices to all Mail Handlers, encouraging them to schedule non-choice vacation picks in advance. The actual method of vacation selection will be in conformance with accepted New York annual leave selection procedure.
3. Upon completion of the vacation schedule, the vacation request slip receipt portion will be returned to the employee indicating which vacation period was awarded.  
(As per Item C10, employees are required to submit a PS Form 3971 no less than two days and no more than three weeks prior to the beginning date of such Annual Leave).
4. Mail Handlers must submit PS Form 3971 in triplicate requiring the supervisors to return one copy signed "Notified" at the time of submission. All annual leave requests submitted on PS Form 3971 will be acted upon within 3 employee working days. Supervisors will return the PS Form 3971 approved or disapproved with reason for determination within 3 employee working days. Any annual leave not acted upon within 3 employee working days will be automatically approved.

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

1. The "Overtime Desired" List shall be by section and tour.
2. Employees on the Overtime Desired List, assigned to a section where overtime is scheduled, will be given the first opportunity for the overtime assignment, by seniority on a rotating basis.
3. The Union will be provided with a copy of the Overtime Desired List established in each station.
4. When employees outside of a section are needed, the Tour "Main" List will be utilized, by seniority on a rotating basis.
5. Sections are defined as the same as those identified for posting and bidding.
6. Each Carrier-Delivery Station shall be considered a separate section.
7. The designated Union representative on the tour, where one exists, will be notified at least one hour in advance of overtime except in the case of an emergency that is beyond Management's control. That notification shall include the location(s) and the duration of overtime and, the names and number of Mail Handlers needed.
8. The daily Volunteer List shall not supersede the Overtime Desired List.
9. An Overtime Desired List shall be posted for each section and tour on the applicable floor.
10. A detailed employee may only place his/her name on the OTDL for his/her bid assigned Tour.
11. An updated main list of each OTDL shall be maintained in the Manager Distribution Operations or Manager Customer Services office. A copy of each list by tour will be provided to the Union.
12. The Mail Handler's request to have his/her name removed from the OTDL should be honored provided that the request is made prior to the date on which the scheduling of overtime that the employee would otherwise be required to work occurs. Furthermore, that employee cannot subsequently place his/her name back on the OTDL for the remainder of that calendar quarter.

ITEM M: THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS

1. No specific number of light duty assignments shall be designated.
2. Although the parties agree that no specific number of light duty assignments shall be designated, they likewise agree to the following:
  - a. It is a joint responsibility of the USPS and the NPMHU to aid and assist deserving Full-Time Regular and Part-Time Regular who, through illness or injury, are unable to perform their regularly assigned duties.
  - b. Career employees requiring light duty or other assignments shall be shown the greatest consideration for reassignment, with each request being given careful attention.
  - c. To the extent possible, reassignment will be made in the employee's office, on his/her bid/assigned tour and hours, although it is acknowledged that the light duty employee's tour hours, work location and basic work week shall be those of the duty assignment and the needs of the service, whether or not the same as for the employee's previous duty assignment. Scheduling and assignment of light duty employees shall not be arbitrary or for reasons inconsistent with Article 13.
  - d. In this regard, the parties agree that no career employee shall be denied light duty assignment until every effort shall be made 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 workforce. After all efforts are exhausted in this area, consideration is given to reassignment to another craft or occupational group, throughout the New York City installation.

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

Consistent with Article 13 of the National Agreement, management shall consider the employee's limitation and medical restrictions in determining light duty assignments, with due consideration for operational needs.

The Joint Labor/Management Light Duty Committee shall have as one of its responsibilities in striving for reasonable accommodation of light duty requests, based on individual medical rationale, assurance that no regularly assigned member of the regular workforce is adversely affected, including, but not limited to making every reasonable effort to modify the employee's regular duty assignment without seriously affecting the production of the assignment.

The Joint Labor/Management Light Duty Committee shall be provided all light duty assignments, including the limitations/restrictions of the assignee and the location and schedule of the assignment, in order that intentions of Article 13 may be met, including assurance against adverse effects on regularly assigned members of the regular workforce.

ITEM O: THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY

1. A joint effort will be made by the Union and Management to ensure that employees requesting light duty consideration will do so in conformance with the provisions of Article 13 of the National Agreement.
2. A committee on light duty Mail Handler Assignments shall be established with two representatives from the Union and two from management.
3. The committee will establish the criteria for light duty assignments, temporary and permanent.
4. When an employee meets these criteria, he or she shall be given the light duty assignment, if available, in accordance with the National Agreement.
5. This light duty committee will be formed within sixty (60) days and meet within ninety (90) days from the signing of the LMOU. The committee will meet once a month for the first four (4) months and then once a quarter.



ITEM P: THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION

1. No employee shall be denied an assignment as a penalty resulting from any disciplinary action, if he/she is otherwise senior and eligible for such assignment.
2. It is recognized by local management that it continues to be its obligation on an ongoing basis to ensure that Mail Handler duties are assigned to Mail Handler craft employees consistent with the Mail Processing Work Guidelines and the primary craft designations set forth in that agreement.
3. This item addresses the (permanent) reassignment of employees, such as that which results from abolishment of an occupied bid assignment. Temporary or daily reassignments are addressed in Item S of this LMOU.
4. Management will reassign all Casuals, MHAs and Unassigned Regulars off the tour before excessing a Full-Time Regular Mail Handler holding a bid on the Tour.
5. When it is proposed to permanently reassign employees excess to the needs of a section, the NPMHU will be notified of the intention and consulted, as far in advance of implementation as is practicable. The parties will meet with the intent to define the applicable section for the specific excessing event. Both parties will act in good faith to develop an LMOU to minimize impact to affected employees and give due consideration to seniority.
6. Every reasonable effort to minimize the inconvenience of affected employees will be made, when Management implements abolishments or excessing.

ITEM Q: THE ASSIGNMENT OF EMPLOYEES PARKING SPACES

The New York Branch President, or another officer designated by the Branch President on a given day, when on official business with prior notice to local management, shall be provided with parking facilities when visiting plants/stations, if parking space is available.

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

Annual leave to attend/participate in union activities, i.e., training, requested prior to determination of the Choice Vacation schedule shall not be charged to the Choice Vacation period. Any such request must be submitted, to the extent possible, at least 14 days prior to the scheduled date.

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

ARTICLE 12, SECTION .3B5: When a principal change of duty or assignment area is made to the point of requiring re-posting, where permitted by the National Agreement, the incumbent will have the option of staying with said position. If the incumbent surrenders his/her bid and the position is re-posted, it will be re-posted for installation-wide bidding and the former incumbent shall become an unassigned regular Mail Handler.

ARTICLE 12, SECTION .3C:

- A) The Branch President shall be designated agent of the union to receive copies of the notice inviting bids for Mail Handler assignments, to be posted on all official bulletin boards throughout the installation, where vacancies exist. The Union agent shall receive copies of vacancy(s) notice, at least seven (7) days in advance of posting.
- B) Preferred assignments, in existence for more than 30 consecutive days, shall be posted as a "temporary detail" on the tour, within the facility of the preferred assignment. Applications for this "temporary detail" may be submitted pursuant to Article 12.2D6. Such posting shall be posted for ten (10) days and shall be promptly assigned to the senior qualified applicant.
- C) Daily "as needed" higher level assignments shall be assigned to the senior qualified volunteer in the section (as specified for the purpose of posting and bidding).

ARTICLE 12, SECTION .3E3e: For temporary re-assignments not covered by Article 25, the order of movement of full-time regular Mail Handlers shall be as follows:

- A) Volunteers by order of seniority; (Note: After volunteers by order of seniority, casuals, and employees from other crafts are re-assigned).
- B) MHAs
- C) Part-time regular employees working extra days or outside their assigned schedule.
- D) Full-time regular employees detailed to the section from other tours on full duty by inverse seniority, or on temporary schedule change.
- E) Full-time regular employees detailed to the section from other sections on the same tour.
- F) Unassigned full-time regular employees by inverse seniority.
- G) Full-time regular employees working on their non-scheduled day (overtime) by inverse seniority.
- H) Part-Time Regular employees properly holding bid assignments within the section.
- I) Full-Time Regular employees properly holding bid assignments within the section are the last employees to be re-assigned by inverse seniority.

Once re-assigned, a Mail Handler will be junior to the Mail Handler properly holding a bid assignment within the receiving section.

These rules of re-assignment apply to situations when the employees have bid assignments in the same section with: 1) different reporting times on the same tour; or 2) different tours with overlapping reporting times except when an employee is working in his/her section.

ARTICLE 12, SECTION .4: Throughout this Memorandum of Understanding, identification of (sections) shall be confined to choices A through I, described in Article 12.4, as appropriate for the different purposes, for which sections is defined.

ARTICLE 12, SECTION .6C4a: The identification of assignments comprising a section for the purpose of re-assignment within the installation of employees excess to the needs of the section shall be governed by Item P of this Memorandum of Understanding.

ARTICLE 13, SECTION .3: Local implementation of these provisions shall be governed by Items M, N, O, of this Memorandum of Understanding.

1. The parties agree to abide by the terms and conditions of Article 12, Reassignment, Article 13, Assignment of ill or Injured Regular employees, and the craft articles on posting, with the following understanding:
2. Principal Assignment Areas, Section and /or Specific Locations of Work Activity for Purposes of Posting and Bidding

JAF – CUSTOMER SERVICES

Mail Handler Support

FDR STATION

1. FDR Customer Services
2. FDR Parcel Post

CHURCH STREET STATION – CUSTOMER SERVICES

Mail Handler Support

MORGAN P & D C

TRANSPORTATION

NORTH

1. City Circuits
2. 29<sup>th</sup> Street – Receiving (Loading & Unloading)
3. 10<sup>th</sup> Avenue (Loading & Unloading)
4. Mail Handler Equipment Operator
5. BMEU

SOUTH

MAIN DECK

1. Collections/Presort
2. Incoming ADC Opening Unit
3. Receiving (Loading & Unloading)

BASEMENT

1. Loading & Unloading

SECOND FLOOR

1. AFCS
2. Loose Pack
3. Hand Cancel/Dump & Cull
4. Automated Parcel Bundle Sorter/APPS/Pouching
5. Letter Aisle Support
6. Automation Support/LCTS
7. Mail Handler Equipment Operator
8. **PARS SUPPORT**

THIRD FLOOR

1. Flat Mail Prep
2. Flat Mail Support
3. Automation Support /Break-up/LCTS
4. Loose Pack
5. Mail Transport (All Floors)/Elevator Support
6. Mail Handler Equipment Operator
7. Auto Induction
8. City Print Unit
9. **MTE SUPPORT/ON ALL FLOORS**
10. **Automated Parcel Bundle Sorter**

FOURTH FLOOR

FIFTH FLOOR

SIXTH FLOOR

1. Registry

EACH CARRIER DELIVER STATION SHALL BE CONSIDERED A SEPARATE SECTION.

ITEM T: LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY  
REASSIGNMENTS AND POSTING

1. OFFICIAL NOTICES

Employees shall be permitted reasonable time during their tour of duty to read official notices such as, but not limited to Postal Bulletins, Regional Bulletins, NYPO Orders and Information Bulletins.

2. SENIORITY

A list shall be established on a service seniority basis within a designated section and tour for acting Mail Handler higher level non-supervisory positions. First opportunity for higher level non-supervisory assignment shall be given to the senior qualified Mail Handler, except for best qualified higher level non-supervisory positions.

3. PREFERRED ASSIGNMENTS

- a. Any senior qualified preferred Mail Handler assignment must be given to the senior qualified applicant, through the posting procedures.
  - b. The results of the city-wide posting will be prominently displayed and a copy provided to the Branch President of the Union or designee.
  - c. Local 300, New York City Branch of the National Postal Mail Handlers Union shall be furnished quarterly with a list of Mail Handlers on "detail" within the New York Post Office, where detailed, the duration of the detail and the reason.
  - d. Movement from one defined work area to another defined work area and from one floor to another shall be by inverse seniority, except where senior employees volunteer.
4. The union will be provided a list of occupied and vacant positions upon request.

5. SENIORITY ROSTER

Management agrees to post a seniority Roster on official bulletin boards on each tour of each Processing and Distribution Center and/or station. This roster must be kept current in accordance with all bidding changes. A copy of this roster shall be given to the designated Union representative on each tour in each of the above.

A copy of the quarterly updated seniority roster shall be provided to the Branch President.

6. POSTING

- a. All vacant or newly established Mail Handler duty assignments shall be posted installation wide or posted in compliance with the in-section bidding process locally if agreed mutually. Postings may include a facility, section or other variation mutually agreed upon.
- b. Positions requiring an employee to work in more than one work assignment on a daily basis shall be posted as such.

- c. Full-time assigned Mail Handlers, during their assigned tour of duty shall not be given duty assignments in another section until all non-Mail Handlers, Casuals, MHAs and unassigned full-time Mail Handlers, performing Mail Handler duties in that section have been moved outside of the Mail Handler's assigned section.
  - d. Full-time Mail Handlers working overtime may not bump full-time Mail Handlers from their section who are working their regular schedule.
  - e. Employees may submit their choice of assignments listing them in order of choice before the closing date of the posting.
  - f. Within 10 days from the closing date of the bids, the successful bidder will be posted, noting the effective date of the change and the bidder's seniority date.
  - g. The successful bidder must be placed in the new assignment at the beginning of a pay period within 15 days after the posting notice of successful bidder, except in the month of December. The effective date of bids will not be made effective on any holiday week, in which the holiday falls on Saturday, Sunday, or Monday.
  - h. The Branch President will be provided with copies of all notices and postings that affect the Mail Handler craft.
  - i. An updated Overtime Desired List shall be posted on Employee Bulletin Boards.
  - j. Mail Handler bid "Vacancy Announcements" will be posted as per the National Agreement.
7. REPOSTING A duty assignment shall be reposted under any of the following conditions:
- a. Change in starting time exceeding one hour.
  - b. A 50% change of duties.
  - c. Change of principal assignment area.
  - d. Unless the incumbent desires to remain on the assignment with the changed conditions, except when the change of start time is 4 hours or more, which will require posting.
  - e. Local Management recognizes its continuing obligation under the National Agreement to post positions vacated within **28** days or advise the local union of its intention to revert said positions and the reasons for withholding and or reverting said positions. The parties further recognize that although local Management may move a full time regular off a bid assignment to perform work in another area, when such movement is on a daily basis for consecutive ninety (90) days, it shall be reviewed and if deemed necessary the newly identified duty assignment shall be posted on the next "Mail Handler Vacancy Announcement".
8. When no bids are received for a posted position, the junior unassigned full time regular employee possessing the requirements for that position shall be assigned. Such employee(s) shall be given a choice by seniority if more than one such assignment is available.



## SUPPLEMENTAL MOU

1. All full-time, hourly rate regular career employees shall have fixed basic work week schedule. Every reasonable effort shall be made by local management to maximize the number of assignments wherein the rest days for Mail Handler employees are consecutive.
2. INABILITY TO REPORT FOR DUTY

An employee scheduled to report on any tour who is unable to report must call ERMS to report his/her inability to report one (1) hour prior to his/her scheduled reporting time unless circumstances do not permit.

An employee scheduled to report who is unable to report shall follow the procedures for ERMS. When an employee is requesting unscheduled leave for a Non-job related illness or injury or emergency, the employee is required to call the ERMS (Enterprise Resource Management System). The current Toll Free Number or the TTY Toll Free Number to report the occurrence is 1-877-477-3273 or TTY 866-833-8777. The ERMS is an interactive Voice Response (IVR) system which requires the employee to enter their USPS Employee ID Number and to follow the prompts and obtain a confirmation number. It is the responsibility of the employee to receive the confirmation number in order to complete the unscheduled requested leave. If applicable, the employee should have the FMLA case numbers available. If the employee is unable to complete the call with the ERMS system, the employee shall call his/her station to report the unscheduled leave.

## 3. SALARY CHECKS

- a. An employee eligible to receive his/her paycheck Thursday evening because of tour assignment, who is on approved leave Thursday may obtain his/her pay check by personal visit to the station at such time that pay checks are normally issued to employees on that tour.
- b. An employee on approved leave, who desires to have his/her pay check received by mail, may file a written request at his/her station, at which time he/she shall also pre-address an official envelope to be used for this purpose.

## 4. TRANSPORTATION BETWEEN STATIONS

- a. An employee who is regularly scheduled to work during a single duty period at more than one unit of a post office, such as the main office thereof and stations or other units, without a break in duty status, except for normal lunch periods, shall be allowed transportation expenses and travel time on the clock between the separate units of the post office, provided such travel has been duly authorized by a proper postal official.
- b. An employee who has been duly authorized by a proper postal official and who is required to travel from one unit of a post office to another in an emergency situation shall be allowed such necessary travel time on the clock and shall be authorized transportation expenses therefore.
- c. An employee who reports to a unit as scheduled and is then reassigned to a different unit shall be entitled to transportation costs to return to his/her original reporting unit, if required.

## 5. ANONYMOUS COMPLAINTS

No employee shall be disciplined on the basis of an anonymous letter and/or complaint.

6. LABOR-MANAGEMENT COMMITTEE MEETINGS

- a. To implement Article 38.2 of the National Agreement, the parties or designees to this agreement shall upon written request meet during the first week of each quarter.

The meeting shall be convened at a mutually acceptable time and, except for unusual situations, shall adjourn in not more than three hours. Each local union shall have additional meetings each quarter with the Postmaster and staff, at which time their own items shall be considered, unless the necessity for such additional meeting(s) is waived by mutual consent. Such meeting(s) shall not preclude unions from having additional and separate meetings as heretofore with local management on matters affecting their respective crafts. It is agreed that agenda items for discussion at the quarterly meeting shall be exchanged by the parties to this agreement at least one full week before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties.

- b. A special meeting will be held with management on Christmas policies.

7. UNION MEETINGS AT PROCESSING AND DISTRIBUTION CENTERS AND/OR STATIONS

The union shall be permitted to hold meetings in lunchrooms or other appropriate sites of Processing and Distribution Centers and/or stations, provided management is given prior notice. All employees attending these meetings will be off the clock.

8. CREDIT UNION

Space will be granted for the Union's Federal Credit Union.

9. SAFETY AND HEALTH

- a. A Safety and Health Committee, consisting of one member from each craft and an equal number from management, shall be established in the New York, NY Post Office along the lines as indicated in the National Agreement.
- b. The Safety and Health Committee shall meet monthly.

10. LABOR-MANAGEMENT MEETINGS

MEETINGS AT STATION LEVEL: The Local Union shall upon advance request have formal monthly meetings with the Plant Manager or Postmaster or their designees. Such meetings shall not preclude union(s) from having additional and separate meeting(s) with station management on matters affecting their respective crafts. Prior to the date of such a separate meeting the party requesting the meeting shall submit an agenda to the other party. If both parties have items for consideration, they shall exchange agendas. Also, the specific time and place of the meeting shall then be fixed. Efforts shall be made to hold meetings on or about the same day during the month, wherever possible. It is agreed that meetings shall not exceed two (2) hours except by mutual agreement. No later than five (5) days after each meeting, a summary of the disposition of all agenda items shall be prepared jointly. Copies shall be furnished to both parties, the Manager, Post Office Operations and the Branch President of the Local Union.

11. HOLIDAY SCHEDULES Employees shall be selected to work on a holiday within each category in the following order:

At the request of the Union, Management shall provide the Union with copies of submitted Holiday Volunteer Forms prior to finalizing the Holiday Posting for the purpose of assisting management in finalizing the Holiday Posting.

- A. The employer will determine the number and categories of employees needed for holiday work and schedule shall be posted as of twelve noon (i.e., 12:00 p.m.) on Tuesday preceding the service week in which the holiday falls. As many full-time and part-time regular schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday.

- B. Employees shall be selected to work on a holiday within each category in the following order:

B1 Casuals, even if overtime is required.

B2 All available and qualified part-time flexible employees, even if overtime is required.

B3 Full and part-time regular 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.

B4 MHAs, as specified below in Subsection D.

B5 Full-time and part-time regular 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 work day. Full-time employees would be paid at the applicable overtime rate.

B6 Full-time and part-time regular 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.

B7 Full-time and part-time regular 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 work day. Full-time employees would be paid at the applicable overtime rate.

- C. An employee scheduled to work on a holiday who does not work shall not receive holiday pay, unless such absence is based on an extreme emergency situation and is excused by the employer.

- D. Mail Handler Assistant Employees

MHAs will be scheduled for work on a holiday or designated holiday after all full-time or part-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or non-volunteers being scheduled to work a non-scheduled day or any full-time non-volunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a non-scheduled day, the Local Memorandum Of Understanding will apply.

12. ORIENTATION

It shall be the responsibility of Management to make certain that any Mail Handler awarded an assignment shall be given suitable orientation on all the duties of the position.

At orientation, the Branch President or designee will be given the names and addresses of all newly hired Mail Handlers.

13. MEETINGS

Stewards shall be permitted to hold informal discussions with Mail Handlers provided they give advance notice and that there is no disruption of work activity.

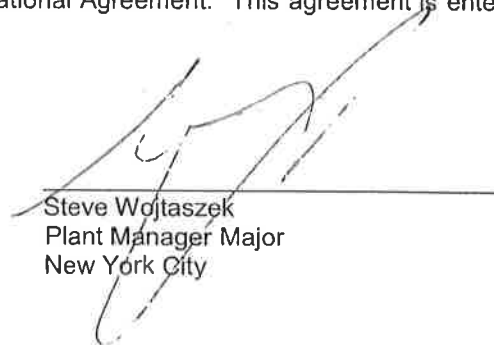
14. POLICY ON TELEPHONES

Recognized Union Officials and Stewards shall be allowed reasonable use of telephones for conducting Union business regarding administration of the National Agreement.

This Memorandum of Understanding is entered into the Manhattan Installation Post office 10199-9998 between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union of North America, AFL-CIO, Local # 300, pursuant to the local implementation provisions of the 2016 National Agreement. This agreement is entered into on 5/8/2017.



Kevin Crocilla  
Manhattan Postmaster



Steve Wojtaszek  
Plant Manager Major  
New York City



Irene Delgado  
New York City Branch President  
Local 300, NPMHU