

**MAIL HANDLER CRAFT**

**LABOR MANAGEMENT AGREEMENT  
LOCAL MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**NATIONAL POSTAL MAIL HANDLERS UNION  
A DIVISION OF THE LABORER'S INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO**

**AND**

**UNITED STATES POSTAL SERVICE  
BRONX, NEW YORK**

**2016 - 2019**

PREAMBLE

This Agreement (referred to as the 2016 Local Memorandum of Understanding, Bronx, New York Post Office, Bronx, New York 10451) is entered into by and between the United States Post Office (herein after referred to as Management), and Local #300, NPMHU, New York City, LIUNA, AFL-CIO, (herein after referred to as the Union), pursuant to the Local Implementation Provisions of the 2016 National Agreement.

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ITEM A: ADDITIONAL OR LONGER WASH-UP PERIODS

The wash-up time for Mail Handlers will be twelve (12) minutes prior to lunch, and fifteen (15) minutes prior to ending time.

(B) JR

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

- A. Termination of postal operations to conform to orders of local authorities, or as local conditions warrant because of emergency conditions, shall be based upon information available and received from local, state and national authorities, and other official sources.
- B. Consideration will be given to Acts of God, such as storms, fires, floods, community disasters, civil disorders, acts of terrorism, biochemical weapons, and other physical limitations which jeopardize the safety and health of employee. The situation must be general rather than personal in scope and must prevent groups of employees from working or reporting to work.
- C. With reference to the above, management shall advise the Branch President of the union as expeditiously as possible concerning the appropriate action to be taken, in accordance with Employee & Labor Relations Manual, subchapter 5, part 519 (Administrative Leave).
- D. All requests for administrative leave must be acted upon within twenty (20) calendar days of their submission.
- E. The Postmaster or Designee will use every means possible including public media to notify employees should it become necessary to curtail or terminate operations.
- F. 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.
- G. 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.
- H. It will be recognized that an isolated incident can result in an emergency situation which can affect a singular employee, and will be acted upon on a case by case basis.
- I. Employees must furnish their verifiable actual place of residence in order for the claim to be considered expeditiously.

(K) JR

ITEM C: FORMULATION OF LOCAL LEAVE PROGRAM

1. The leave periods shall be from:

January 5, 2008 to November 28, 2008  
January 3, 2009 to November 27, 2009  
January 2, 2010 to November 26, 2010  
January 1, 2011 to November 25, 2011

2. Full-Time Schedule Mail Handlers and Part-Time Flexible Schedule Mail Handlers shall bid for vacation by seniority.

Management will not unreasonably deny LWOP for only one of the Choice or Non-Choice vacation batches. The granting of such LWOP is determined by the maximum leave received by the employee for that year.

3. The following sections in Bronx P & DC will bid separately for vacation batches:

A. Group Leaders, Mail Processing Machine Operators, Mail Handler Technicians, and Equipment Operators by tour.

B. All other Mail Handlers in Bronx P & DC by Tour/Section.

C. Bronx, Carrier Delivery Stations, each separately.

D. Detached Mail Unit (DMU) by tour.

E. New York Surface Transportation Center (NY STC) BX/NY will bid separately as follows:

- 1) Equipment Operators, Mail Handler Technicians
- 2) Platform Personnel
- 3) Bull Pens
- 4) Robotic Containerization System
- 5) Low Cost Tray Sorter (LCTS)



(CONT'D) ITEM C PARAGRAPHS 4 TO 13

4. Employees who earn thirteen (13) days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice vacation period. Employees who earn twenty (20) or twenty-six (26) days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice vacation period. A deferment of vacation is to be considered a choice.
5. When the successful bidders of the choice vacation batches have been posted, the unfilled non-choice and choice vacation batches will be reposted within twenty-one (21) days and bids will be accepted from all regular work force mail handler craft employees.
6. In the event there are choice vacation batches open after the bidding is completed in four (4) and five (5) above, the open batches are to be posted for bid by all, including those who deferred their choice vacation batch on a seniority basis.
7. Mail Handler craft employees shall bid for choice vacation batches by seniority.
8. Seniority will prevail as the main criteria for selecting vacant batches in the vacation schedule.
9. All scheduled annual leave requests will be granted on a strict seniority basis.
10. When an assigned scheduled vacation batch or portion of at least one (1) week is not utilized by the employees, including an employee who has retired, this batch or portion shall be posted for bid to all employees, even those requesting deferment, and shall be filled according to seniority regulations, provided the percentages do not exceed the complement at the time the batch or part of a batch becomes available.
11. All employees will be permitted two (2) bids with multiple choices during the choice vacation period in units of five (5) or ten (10) or fifteen (15) working day batches, the total not exceeding the ten (10) or fifteen (15) day batches permitted in article 10 of the N.A. If an employee is not successful on the first choice, the second choice will become the first; if not successful on the second choice, the third choice will become the first choice; the fourth choice will become the first choice, etc.
12. When an employee is transferred to another station or unit, the vacation batch granted to this employee prior to transfer remains valid.
13. If an employee wishes to cancel his/her scheduled vacation, it must be submitted in writing to his/her Station Manager or Plant Manager, or designee, at least three (3) weeks prior to the effective date of the scheduled vacation. All cancellations will be posted within seven (7) days for a ten (10) day period to afford all employees the opportunity to submit a preference vacation bid.

A handwritten signature, possibly "JK", is written in black ink. To its right, the initials "JK" are written in a larger, stylized font.



ITEM C (CONTINUED)

14. 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.

15. 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 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.

16. Blood Donation

A. It is agreed by the parties that the donation of blood by Postal employees is a community service that merits the USPS's full support and encouragement. To accomplish that objective, local management will work closely on official time with the Local #300 union representatives to develop reasonable procedures and publicity as to further the donation of blood. Such procedures shall include meeting and communicating with recognized community service blood donation groups.

B. Employees may be excused up to eight (8) hours for the time necessary to cover any absence from their regular tour of duty to make voluntary blood donations. The time required by the medical facility to process the blood donation is on administrative leave in accordance with the applicable provisions of Section 519 of the Employee & Labor Relations Manual.

17. Leave for Bone Marrow, Stem Cell, Blood Platelet, and Organ Donations

Employees must provide thirty (30) days advance notice and/or reasonable notice to management for written requests for these issues. An exception may be made in an emergency situation.



ITEM C - FORMULATION OF LOCAL LEAVE PROGRAM (CONTINUED)

3 Vacation Batches (2008)

<u>DATE</u>	<u>PERCENTAGE</u>
01/05/08-01/11/08	3%
01/12/08-01/18/08	3%
01/19/08-01/25/08	3%
01/26/08-02/01/08	3%
02/02/08-02/08/08	3%
02/09/08-02/15/08	3%
02/16/08-02/22/08	3%
02/23/08-02/29/08	3%
03/01/08-03/07/08	3%
03/08/08-03/14/08	3%
03/15/08-03/21/08	3%
03/22/08-03/28/08	3%
03/29/08-04/04/08	3%
04/05/08-04/11/08	4%*
04/12/08-04/18/08	4%*
04/19/08-04/25/08	4%*
04/26/08-05/02/08	6%*
05/03/08-05/09/08	6%*
05/10/08-05/16/08	6%*
05/17/08-05/23/08	6%*
05/24/08-05/30/08	6%*
05/31/08-06/06/08	6%*
06/07/08-06/13/08	6%*
06/14/08-06/20/08	10%*
06/21/08-06/27/08	10%*
06/28/08-07/04/08	10%*
07/05/08-07/11/08	10%*
07/12/08-07/18/08	10%*
07/19/08-07/25/08	10%*
07/26/08-08/01/08	10%*
08/02/08-08/08/08	10%*
08/09/08-08/15/08	10%*
08/16/08-08/22/08	10%*
08/23/08-08/29/08	10%*
08/30/08-09/05/08	10%*
09/06/08-09/12/08	6%
09/13/08-09/19/08	6%
09/20/08-09/26/08	6%
09/27/08-10/03/08	4%
10/04/08-10/10/08	4%
10/11/08-10/17/08	4%
10/18/08-10/24/08	3%
10/25/08-10/31/08	3%
11/01/08-11/07/08	3%
11/08/08-11/14/08	3%
11/15/08-11/21/08	3%
11/22/08-11/28/08	6%*

\*PRIME TIME VACATION PERIOD

<u>DATE</u>	<u>PERCENTAGE</u>
01/03/09-01/09/09	3%
01/10/09-01/16/09	3%
01/17/09-01/23/09	3%
01/24/09-01/30/09	3%
01/31/09-02/06/09	3%
02/07/09-02/13/09	3%
02/14/09-02/20/09	3%
02/21/09-02/27/09	3%
02/28/09-03/06/09	3%
03/07/09-03/13/09	3%
03/14/09-03/20/09	3%
03/21/09-03/27/09	3%
03/28/09-04/03/09	3%
04/04/09-04/10/09	4%
04/11/09-04/17/09	4%*
04/18/09-04/24/09	4%*
04/25/09-05/01/09	6%*
05/02/09-05/08/09	6%*
05/09/09-05/15/09	6%*
05/16/09-05/22/09	6%*
05/23/09-05/29/09	6%*
05/30/09-06/05/09	6%*
06/06/09-06/12/09	6%*
06/13/09-06/19/09	10%*
06/20/09-06/26/09	10%*
06/27/09-07/03/09	10%*
07/04/09-07/10/09	10%*
07/11/09-07/17/09	10%*
07/18/09-07/24/09	10%*
07/25/09-07/31/09	10%*
08/01/09-08/07/09	10%*
08/08/09-08/14/09	10%*
08/15/09-08/21/09	10%*
08/22/09-08/28/09	10%*
08/29/09-09/04/09	10%*
09/05/09-09/11/09	6%*
09/12/09-09/18/09	6%
09/19/09-09/25/09	6%
09/26/09-10/02/09	4%
10/03/09-10/09/09	4%
10/10/09-10/16/09	4%
10/17/09-10/23/09	3%
10/24/09-10/30/09	3%
10/31/09-11/06/09	3%
11/07/09-11/13/09	3%
11/14/09-11/20/09	3%
11/21/09-11/27/09	6%*

\*PRIME TIME VACATION PERIOD

ITEM C FORMULATION OF LOCAL LEAVE PROGRAM (CONTINUED)

3. Vacation Batches (2010)

DATE	PERCENTAGE
01/02/10-01/08/10	3%
01/09/10-01/15/10	3%
01/16/10-01/22/10	3%
01/23/10-01/29/10	3%
01/30/10-02/05/10	3%
02/06/10-02/12/10	3%
02/13/10-02/19/10	3%
02/20/10-02/26/10	3%
02/27/10-03/05/10	3%
03/06/10-03/12/10	3%
03/13/10-03/19/10	3%
03/20/10-03/26/10	3%
03/27/10-04/02/10	3%
04/03/10-04/09/10	4%
04/10/10-04/16/10	4%*
04/17/10-04/23/10	4%*
04/24/10-04/30/10	6%*
05/01/10-05/07/10	6%*
05/08/10-05/14/10	6%*
05/15/10-05/21/10	6%*
05/22/10-05/28/10	6%*
05/29/10-06/04/10	6%*
06/05/10-06/11/10	6%*
06/12/10-06/18/10	10%*
06/19/10-06/25/10	10%*
06/26/10-07/02/10	10%*
07/03/10-07/09/10	10%*
07/10/10-07/16/10	10%*
07/17/10-07/23/10	10%*
07/24/10-07/30/10	10%*
07/31/10-08/06/10	10%*
08/07/10-08/13/10	10%*
08/14/10-08/20/10	10%*
08/21/10-08/27/10	10%*
08/28/10-09/03/10	10%*
09/04/10-09/10/10	6%*
09/11/10-09/17/10	6%
09/18/10-09/24/10	6%
09/25/10-10/01/10	4%
10/02/10-10/08/10	4%
10/09/10-10/15/10	4%
10/16/10-10/22/10	3%
10/23/10-10/29/10	3%
10/30/10-11/05/10	3%
11/06/10-11/12/10	3%
11/13/10-11/19/10	3%
11/20/10-11/26/10	6%*

\*PRIME TIME VACATION PERIOD.



ITEM C - FORMULATION OF LOCAL LEAVE PROGRAM, (CONTINUED)

3. Vacation Batches (2011)

<u>DATE</u>	<u>PERCENTAGE</u>
01/01/11-01/07/11	3%
01/08/11-01/14/11	3%
01/15/11-01/21/11	3%
01/22/11-01/28/11	3%
01/29/11-02/04/11	3%
02/05/11-02/11/11	3%
02/12/11-02/18/11	3%
02/19/11-02/25/11	3%
02/26/11-03/04/11	3%
03/05/11-03/11/11	3%
03/12/11-03/18/11	3%
03/19/11-03/25/11	3%
03/26/11-04/01/11	3%
04/02/11-04/08/11	4%
04/09/11-04/15/11	4%*
04/16/11-04/22/11	4%*
04/23/11-04/29/11	6%*
04/30/11-05/06/11	6%*
05/07/11-05/13/11	6%*
05/14/11-05/20/11	6%*
05/21/11-05/27/11	6%*
05/28/11-06/03/11	6%*
06/04/11-06/10/11	6%*
06/11/11-06/17/11	10%*
06/18/11-06/24/11	10%*
06/25/11-07/01/11	10%*
07/02/11-07/08/11	10%*
07/09/11-07/15/11	10%*
07/16/11-07/22/11	10%*
07/23/11-07/29/11	10%*
07/30/11-08/05/11	10%*
08/06/11-08/12/11	10%*
08/13/11-08/19/11	10%*
08/20/11-08/26/11	10%*
08/27/11-09/02/11	10%*
09/03/11-09/09/11	6%*
09/10/11-09/16/11	6%
09/17/11-09/23/11	6%
09/24/11-09/30/11	4%
10/01/11-10/07/11	4%
10/08/11-10/14/11	4%
10/15/11-10/21/11	3%
10/22/11-10/28/11	3%
10/29/11-11/04/11	3%
11/05/11-11/11/11	3%
11/12/11-11/18/11	3%
11/19/11-11/25/11	6%*

\*PRIME TIME VACATION PERIOD.

Handwritten initials and signature, possibly 'JR'.

ITEM D. THE DURATION OF THE CHOICE VACATION PERIOD

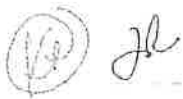
1. When an assigned scheduled vacation batch or portion of at least one (1) week is not utilized by the employee, including an employee who has retired, this batch or portion shall be reposted for bid to all employees, even those requesting deferment, and shall be filled according to seniority regulations, provided the percentages do not exceed the complement at the time the batch or part of a batch becomes available.

2. When the complement of a terminal or station is increased after the vacation batch bids are submitted, additional vacations shall be provided and the percentage in each batch shall be maintained.

3. The choice vacation period for 2007 will be twenty-two (22) consecutive weeks commencing on April 7, 2007 to September 7, 2007, and from November 17, 2007 to November 23, 2007, the week of Thanksgiving, for a total of twenty-three (23) weeks. The choice vacation period for 2008 will be twenty-two (22) consecutive weeks commencing April 5, 2008 to September 5, 2008 and from November 22, 2008 to November 28, 2008, the week of Thanksgiving, for total of twenty-three (23) weeks. The choice vacation period for 2009 will be twenty-two (22) consecutive weeks commencing on April 11, 2009 to September 11, 2009, and from November 21, 2009 to November 27, 2009, the week of Thanksgiving, for a total of twenty-three (23) weeks. The choice vacation period for 2010 will be twenty-two (22) consecutive weeks commencing on April 10, 2010 to September 10, 2010, and from November 26, 2010, the week of Thanksgiving, for a total of twenty-three (23) weeks. The choice vacation period for 2011 will be twenty-two (22) consecutive weeks commencing on April 9, 2011 to September 9, 2011, and from November 19, 2011 to November 25, 2011, the week of Thanksgiving for a total of twenty-three (23) weeks.


4. Seniority will prevail as the main criteria for selecting vacant slots in the vacation schedule.

5. All employees will be permitted two (2) bids during the choice vacation period in units of five (5) or ten (10) working days, the total not to exceed the ten (10) or fifteen (15) days permitted in Article 10 of the N. A., providing all employees have had an opportunity of obtaining a selection during the choice vacation period.



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

Employees shall start their vacation on the first day of the Basic Work Week. Exception may be granted by agreement among the employees, the union representative and the employer.

 JR

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

1. Employees, at their option, may submit two (2) preference bid sheets during the choice vacation period making multiple selections in units of five (5) or (10) day batches, the total NOT TO EXCEED THE FIFTEEN (15) day batches in accordance with Article 10 of the National Agreement, providing all employees have had an opportunity to obtain a batch during the choice vacation period.
2. Employees at their option may defer selection of a vacation batch during any round of picks. Employees at their request shall be granted permission to withhold vacation until the following year, provided that the total number of days held does not exceed fifty-five (55) days.

Ⓟ JR



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

Attendance of accredited delegates at National or State Conventions, at the option of the delegate, need not be charged to the choice vacation period.

An employee who is called for jury duty during the employee's scheduled choice vacation period or who attends a National, State, or Regional Convention Assembly during the choice vacation period is eligible for another available period, provided this does not deprive any other employee of first choice for scheduled vacation.

A handwritten signature inside a circle, followed by the initials "JR" written in cursive.

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

1. The maximum number of employees who shall receive leave each week during the choice vacation period shall not exceed the assigned percentage of the Mail Handler craft.

The percentage is designated as follows:

<u>2008</u>		<u>2009</u>
04/26 - 06/13	6%	04/25 - 06/12
06/14 - 09/05	10%	06/13 - 09/04
09/06 - 09/26	6%	09/05 - 09/25
11/22 - 11/28	6%	11/21 - 11/27
<u>2010</u>		<u>2011</u>
04/24 - 06/11	6%	04/23 - 06/10
06/12 - 09/03	10%	06/11 - 09/02
09/04 - 09/24	6%	09/03 - 09/23
11/20 - 11/26	6%	11/19 - 11/25

2. 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>Number Annual Leave 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. When an employee requests vacation in excess of the number of days specified in the annual leave brackets above, such requests may be granted in accordance with business conditions and seniority regulations, providing this does not deprive another employee from obtaining his/her first choice for scheduled vacation.
4. Part-Time Flexibles are required to bid for vacation batches and selection shall be made by service seniority.
5. To the extent possible, management will grant every consideration to employees requesting additional annual leave during this period.

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

1. Each employee shall receive an official notice from management of his or her assigned vacation schedule.
2. The vacation schedule shall be posted in a glass-enclosed bulletin board which must be maintained under lock and key. A copy of the schedule shall be given to the Branch President of the Bronx for the National Postal Mail Handlers Union, Local #300.
3. Prior to the posting of the choice and non-choice vacation bid results, the Installation Head or designee shall notify the Bronx Local #300 Branch President to arrange a date to review the choice and non-choice vacation schedule.

 JR

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

I. NON-CHOICE VACATION PROCEDURES

1. No later than November 1<sup>st</sup> of each year, a notice shall be posted on the bulletin boards in the lunch room and on the work floor indicating the beginning date of the new leave year. A special vacation bid form will be furnished to Mail Handler craft employees for bidding.
2. The deadline for submitting non-choice vacation bids shall be November 10<sup>th</sup>, providing employees have had a minimum of thirty (30) days to bid.
3. Management shall provide each employee with official notice of his or her assigned vacation schedule no later than November 30<sup>th</sup> of each calendar year.

II. CHOICE VACATION PROCEDURES

1. The choice bidding period shall commence on the first day of the new leave year.
2. Prior to the posting of the choice vacation bid results, the Installation Head or Designee shall notify the Bronx Local #300 Branch President to arrange a date to review the choice vacation schedule.
3. The deadline for submitting choice vacation bids shall be March 15<sup>th</sup>, provided employees have had a minimum of thirty (30) days to bid.
4. Management shall provide each employee with his or her official notice no later than April 15<sup>th</sup> of each calendar year.
5. Management will ensure that administrative errors will be expeditiously corrected.



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

1. Applications for annual leave submitted (on Form PS-3971) outside the choice vacation period shall be acted upon within two (2) working days. Saturdays and Sundays will not be considered part of the two (2) working days. This shall not bar requests for individual day(s) or part(s) thereof from being submitted for approval on a day by day basis.
2. Annual leave for one (1) day, when requested within two (2) hours after reported time, shall be acted upon less than one (1) hour prior to the end of the employee's tour.
3. Annual leave requested for part of the day shall be acted upon immediately by the employee's immediate supervisor.
4. In the event that two (2) or more requests are submitted concurrently, seniority shall be the determining factor among those requests that are to be granted among similar job classifications, provided the request was submitted within one (1) hour of reported time.
5. Annual Leave or Leave Without Pay requested by a union representative of Local #300 to attend union functions should be granted. The request should normally be in writing to the supervisor and shall not be unreasonably denied.
6. Requests for annual leave other than during the choice vacation period shall be subject to normal approval procedures and shall not be unreasonably denied.
7. All Annual Leave applications on PS Form 3971 shall be approved/disapproved within three (3) employee workdays. At their option, Mail Handlers may submit PS Form-3971 in triplicate, requiring the supervisor to return one (1) copy signed, "Notified," at the time of submission and a second copy reflecting "Approved" or "Disapproved" (with reasons for that determination), at the time of the supervisor's determination. Such leave shall not be unreasonably denied.

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

TOUR

1. Overtime lists shall be established on each tour by sections. The lists are to be in seniority order.
2. When overtime work is needed, the lists are to be used for the purpose of making the assignments by rotation. Before employees are drafted to work overtime, other employees with the requisite skills on other overtime desired lists will be given the opportunity to volunteer.
3. The names of Mail Handlers assigned to work sections after the quarterly listing is posted may be added to the list.
4. The list will be posted in each section and a notation made when each Mail Handler works overtime. The stewards on each tour will be given a copy of the lists.
5. It is understood that employees from other crafts will not be used to perform Mail Handler duties unless all Mail Handlers (including PTF's MH) have been afforded the opportunity to remain for overtime beyond their normal eight (8) hour tour. The same understanding will apply to rest day overtime.
6. If an emergency situation occurs and management must order additional Mail Handlers to work overtime, the union will be advised of the reason for the emergency.
7. Notice of overtime will be called one (1) hour before end of tour and employees will only be required to work the number of hours that was announced.
8. Employees on Light Duty will be considered for overtime. Mail Handlers on Light Duty may sign the OTDL and be selected for overtime work within the normal rotation as long as the work falls within their medical restrictions.
9. Mail Handler employees may remove their names from the Overtime Desired List. Such withdrawal shall be in writing and the employee's name may not be restored to OTDL during the same quarter. Removal of employee's name will be effective on the first working day after receipt of the withdrawal.
10. For overtime purposes only, sections will be determined as:
  - 1-Bronx P&DC, tours and sections.
  - 2-DMU, tours and sections.
  - 3-NY STC, tours and sections.
  - 4-Stations (each separately).
11. An Overtime Desired List shall be posted for each section and tour on the applicable floor.
12. The Daily After Tour Overtime Desired List will be posted in each section on the workroom floor.
13. A copy of the Quarterly Overtime Desired List for all tours in the Bronx Installation shall be provided to the Branch President or designee of Local #300, Bronx, New York.

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- 14 An employee on the Overtime Desired List, who bids to another assignment shall notify the immediate supervisor in the new bid assignment that he/she was on the Overtime Desired List and to provide as much relevant information as possible. The immediate supervisor may verify this information. The supervisor shall notify this employee that he/she is placed on the Overtime Desired List by his/her seniority and where he/she falls within the current location.

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

The number of light duty assignments in the Mail Handler Craft and the method to be used in reserving them is to be referred to a light duty sub-committee of the Labor-Management Committee. The committee will meet as needed to review Mail handlers that may be on light duty in accordance with their medical restrictions. The committee shall consist of a representative from the Mail Handler union or designee and the Postmaster or designee.

Those Mail Handlers with medical restrictions may be assigned to any of the following Light Duty Assignments consistent with their medical restrictions (Including but not limited to):

- 1) Re-Wrap
- 2) Repair Damaged Letters
- 3) Loading Cases (Stations)
- 4) Spreading Mail
- 5) Containerization (Empty Equipment)

Provided that regular assigned Mail Handlers are not deprived of their assignments.

Any adjustments needed to be made to assignments may only be made by the committee. Any disagreements resulting from the adjustments may be the subject of a grievance. In the event that the union feels that there are circumstances necessitating additional meetings of the sub-committee, it shall request management, in writing, to convene such meetings. The written request shall specify the reasons for such additional meetings. Such requests shall not be unreasonably denied by management.





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

This item will conform to the guidelines of the Mail Handler's National Agreement. Management will notify the Union prior to the assignment of any Mail Handler to a Light Duty position.

      *RL*

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

1. Every effort shall be made to reassign the concerned employee within the employee's craft or occupational group, even if such assignment reduces the number of hours of work for the supplemental work force. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.

2. When the employee is assigned to another craft or occupational group for light duty, the right to file a grievance for craft-crossing or higher level shall be waived by the reassigned employee in regards to light duty only.

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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. For the purpose of this Local Memorandum of Understanding, a Section shall be defined as an area in which Full-Time employees are regularly assigned.
2. When it becomes necessary to reassign employees because they are excess to the needs of a Section, the junior employee of the Section shall be reassigned.
3. When the Section is opened again and retreat rights are exercised, seniority will be the method used to bring the employees back to the Section.
4. The Sections are defined as  
Stations  
  
**When a new station is established it will be treated as a new section within the Bronx Installation.**
5. Work area for the purpose of assignments and bidding will be defined in the following manner:
  - A – Type of Work
  - B – Floor
  - C – Tour
  - D – Job within an Area
  - E – Pay Location



ITEM Q: THE ASSIGNMENT OF EMPLOYEES PARKING SPACES

1. A Bronx Branch union representative of LIUNA Local #300 will be assigned a designated parking space at the Bronx P & DC.
2. There shall be a local Labor-Management Parking Committee. This committee shall consist of three (3) representatives from management and three (3) representatives designated by the Union.
3. Should the concept of the Bronx P & DC change in a way which will enable management to provide parking facilities for its employees through USPS owned and/or leased parking spaces, the local Labor-Management Parking Committee shall meet quarterly to formulate rules for the parking area(s) and to pursue their primary objective of how to maximize in orderly fashion the utilization of USPS owned or leased parking spaces. All proposals for improving the utilization of parking spaces will be discussed, reviewed, and recommended by this committee. Final recommendations of the committee will be submitted to the Plant Manager, the Bronx P & DC, who will have final authority to approve and/or disapprove. Such recommendations should not be unreasonably denied.
4. The parties further agree that the foregoing in no way restricts management in providing parking spaces for owned or leased USPS vehicles.

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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

1. Union representatives shall be allowed annual leave or leave without pay for union activities.
2. Attendance of accredited delegates at State or National Conventions of Local #300 shall not be charged to the choice vacation period.

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ITEM S: THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED  
IN THE FOLLOWING ARTICLES: Article 12, Section .3B5, Article 12, Section .3C, Article 12,  
Section .3E3g, Article 12, Section .4, Article 12, Section .6C4a, Article 13, Section .3

#### REPOSTING

1. A duty assignment shall be reposted under any of the following conditions:
  - A. Change in starting time exceeding one (1) hour. Any change in starting time that exceeds one (1) hour shall be posted for bid, except where there is a permanent change in starting time of more than one hour and up to and including four hours, the incumbent shall have the option to accept such new reporting time. If the incumbent does not accept the new reporting time, the assignment will be posted for bid.
  - B. Change of duties (50%).
  - C. Change of principal assignment area which requires reporting to a different physical location; i.e. station, branch, facility annex, etc.
  - D. The employee's option shall be indicated in writing.
2. Unless the incumbent desires to remain on the assignment with the changed conditions.
3. Management agrees to its continuing obligation under Article 12 of the Mail Handlers National Agreement to post positions vacated within ~~twenty-eight (28)~~ days or advise the local union of their intention to revert said positions. The parties further agree that although management may move a Full-Time Regular off a bid assignment to perform work in another area, when such movement is an assignment on a continuous basis, extended for a period of over ninety (90) days, the parties will take steps to identify whether or not additional Full-Time Regular positions need be established.
4. Consultation will be held with the Branch President or designee of the NPMHU, Bronx Branch, when it is proposed to abolish or revert mail handler duty assignments.
5. Identification of sections for this item shall be as per Item P of this Agreement.



ITEM T: LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY

REASSIGNMENTS AND POSTING

1. All vacant or newly-established Mail Handler duty assignments shall be posted Bronx-wide, listing fixed basic work schedules, duty hours, including beginning and ending time, section and/or specific location of work activity.
2. The operation number shall be required to be a part of the posting procedures as stipulated in the Mail Processing Work Assignment guidelines.
3. In the event all positions are not filled on a Mail Handler bid, positions will be filled by assigning Unassigned Regulars to the vacant position(s), beginning with the junior Unassigned Regular.
4. Seniority shall prevail in all Mail Handler duty assignments in a section. Preferred duty assignments in a section shall be awarded to the senior Mail Handler.
5. Full-Time Mail Handlers who are working on overtime are junior to the regularly scheduled Full-Time Mail Handlers in their section.
6. The officials of Local #300, the Bronx, shall be notified and given a copy of all vacant and newly established craft positions and postings.
7. The notice inviting bids for Mail Handler craft assignments to which a Mail Handler is entitled to bid shall be posted on all official bulletin boards at the same installation where the vacancy exists, including stations and branches, in order to assure that it comes to the attention of employees eligible to submit bids. Copies of the notice shall be given to the local union. When an employee on leave has so requested in writing, stating a mailing address, a copy of any notice inviting bids from the craft employees shall be mailed to the employee by the installation head.
8. A. If it becomes necessary to assign a Full-Time assigned Mail Handler outside of his/her assigned section, the method of selection shall be juniority, except when a senior employee volunteers.  
B. Full-time assigned Mail Handlers during their assigned tour of duty shall not be given duty assignments in another section until all Casuals, Part-Time Flexibles, and Unassigned Full-Time Mail Handlers are moved outside the assigned sections.  
C. During periods of emergency, when it becomes necessary to utilize Non-Mail Handlers (other craft members) to perform Mail Handler duties, all Non-Mail Handlers shall be moved outside before B. (above) is implemented.
9. Mail Handler employees who are awarded a new duty assignment will be provided with the requisite training for the job, if required by the qualification standards of the position.
10. Management shall provide the union with an updated seniority list on a quarterly basis.
11. Identification of sections for this Item shall be as per Item P of this Agreement.



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 is expected to call eRMS to report his/her inability to report prior to his/her scheduled reporting time unless circumstances do not permit, then he/she is required to call as soon as possible.

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 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.

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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 expunged 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 STATIONS

The union shall be permitted to hold meetings in lunchrooms or other appropriate sites of stations, provided management is given prior notice. All employees attending these meetings will be off the clock. Requests for leave shall not be unreasonably denied.

8. 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.

9. LABOR-MANAGEMENT MEETINGS

MEETINGS AT STATION LEVEL: The Local Union shall upon advance request have formal monthly meetings with the 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 Customer Service Operations and the Branch President or designee of the Local Union.



10. HOLIDAY SCHEDULES

Employees shall be selected to work on a holiday as in accordance with Article 11 of the NPMHU National Agreement

11. 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.


12. 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.

13. 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 on April 27, 2017, at the Bronx, NY, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, A Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 2016 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

  
Kevin Tabarus  
NPMHU Local 300  
President

  
Lillian Rodriguez  
Postmaster, Bronx  
USPS