

2020 Local Memorandum
Of
Understanding
Between
White Plains Station
100 Fisher Ave,
White Plains, NY 10606

And

Local 300

Of

The

National Postal Mail Handlers Union

Division of Laborers International Union
Of North America AFL-CIO
Westchester Branch

Preamble

This agreement (referred to as the 2020 Local Memorandum of Understanding, White Plains Station, White Plains, NY 10606) is entered into by and between the USPS, (hereinafter referred to as Management) and LOCAL #300, Westchester, NY, LIUNA, AFL-CIO (hereinafter referred to as UNION).

Item A **Additional or longer wash-up periods**

Wash up of Five (5) minutes before lunch and (5) minutes before end of tour will be granted.

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) The installation head will take a declaration of a state of emergency by the governor or mayor, under advisement in deciding whether or not to curtail operations.
- 2) The installation head will also take under advisement the expertise of local departments, safety section, etc. in deciding whether or not to curtail postal operations when unusual conditions arise.
- 3) Installation head will consult when possible the local Union before rendering a decision whether or not to curtail operations.
- 4) It must be clearly understood that the installation Head and only the Installation Head will decide whether or not to curtail operations.

Consideration will be given to, but not limited to such acts of GOD as:

1. Fire
2. Flood
3. Inclement weather, ie Blizzards, Tornadoes
4. And Such environmental conditions as:
 - a. Lack of water
 - b. Lack of mechanical climate control, Equipment breakdown)
 - c. Internal emergencies and civil disorders

The decision for curtailment or termination of postal operations to conform to the orders of local authorities or a local conditions warrant because of emergency conditions shall be made by the installation Head. When the decision has been reached to curtail operations, to the extent possible management will notify and seek the cooperation of local radio

and television stations to inform employees. This info will also be available to employees VIA the Emergency Hotline # 1-888-363-7462

Item C **Formulation of local Leave program**

1) When a mail handler has had a vacation approved the vacation time shall be honored even during start time changes. No employee will have their scheduled vacation canceled because of unexpected absence of other employees.

2) seniority, building wide, shall be the determining factor in granting annual leave during choice vacation period.

Item D **Duration of the Choice vacation Period**

The choice vacation Period will commence the 3rd Saturday in April and end the last Friday in October.

Item E **Determination of the beginning day of the employees vacation period.**

The vacation period shall start on Monday.

Item F **Whether employees at their option may request two (2) selections during choice vacation period of either 5 or 15 days.**

Employees at their option during Prime Time will have 2 rounds of picks. Each pick may be, one (1) to three (3) weeks in any combination. Not to exceed 15 days.

Item G **Whether Jury Duty and Attendance at the national or state conventions shall be charged to the choice vacation period.**

- 1) Jury duty will not be charged to the choice vacation period
- 2) Attendance at state conventions will not be charged to choice vacation period for union officials.

Item H **Determination of the maximum percentage of employees who shall receive leave each week during the choice vacation period.**

The maximum percentage of Mail handlers who will receive leave each week during the choice vacation period will be 10% rounded up of the buildings compliment of mail handlers.

Item I **The issuance of official notices to each employee of vacation schedule approved for such employee:**

- 1) Submission of prime-time vacation requests will start anytime after January 1st of the leave year.
- 2) Mail handlers will be notified automatically at the submission of request of approval of the selected vacation.
- 3) During Choice vacation period if an employee wishes to cancel part or all of their vacation it must be done 1 week in advance in writing.

Item J **Determination of the date and means of notifying the employees of the beginning of the leave year.**

Management will notify all employees of the beginning of the new leave year by posting such notice on all official bulletin board.

Item K **The procedures for submission of applications for annual leave during other than choice vacation period.**

- 1) Mail Handlers will be permitted to use Annual leave during Non-Prime Time. This period will start January 1st to the second Friday in April, and the 1st Saturday in November to November 30.
- 2) Leave requests for the above time period shall be submitted the 1st week of December of the preceding year.
- 3) Mail handlers will be allowed to make 2 weeks selection.
- 4) Annual Leave During the Month of December will be granted at managements discretion but no more than 5% rounded up of the buildings complement.

- 5) All requests for Annual leave of 3 days or less shall be submitted at least 3 days in advance. The request shall be acted upon in (3) days.

This does not preclude the submission and granting of leave that does not meet the above time limit and not categorized as an emergency.

- 6) If the form 3971 is not returned to the employee in the required time, the request is considered approved.
- 7) Annual or LWOP requested by union representatives of Local 300 to attend union functions shall be granted. The request should normally be in writing as far in advance as possible.

Item L

Whether Overtime Desired Lists in Article 8 Shall be by section and/or tour:

- 1) Overtime desired lists will be posted Quarterly in the facility.
- 2) 15 days prior to the start of a Quarter, Mail handlers will have the opportunity to sign the OTDL for that quarter.
- 3) A Mail Handler may remove their name from the OTDL. The request should be submitted in writing to the Supervisor. Provided the request is submitted prior to being scheduled for such OT.
- 4) When the need for overtime arises employees will be chosen by seniority on a rotating basis to work the overtime. Provided that the employee is available for the period of the overtime needed.

Item M.

Number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

Employees found to be eligible for light duty assignment under Article 13 of the National Agreement may be assigned duties compatible with their limitations if productive work is available.

Item N **The method to be used in reserving light duty assignments so that no regularly assigned member of the regular workforce will be adversely affected:**

Article 13 of National Agreement shall apply

Item O **The identification of assignments that are to be considered light duty assignments. This determination will be governed by the needs of the service.**

In order to provide temporary or permanent light duty assignment to those eligible employees recovering from illness or injury, management and the Union will make a combined effort to reassign those employees to light duty assignments commensurate with their physical capability and medical restrictions.

Item P **The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess the needs of a section.**

Not Applicable. The Station is the section.

Item Q **The assignment of employee parking spaces**

Management will Provide the union with 1 parking spot to be utilized by the Local 300 Union representative.

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.**

See Provisions in Item G

Item S **Those other items which are subject to local implementation as provided in the craft provisions of this agreement:**

The Union Representative will be notified and given an opportunity to review all vacant and newly established craft positions prior to posting.

Item T Local implementation of this agreement in relation to seniority, reassignments and posting:

Article 12 of the National Agreement shall apply.

This Memorandum of Understanding is entered into 10-8/2020 at the **White Plains Station**, between the representatives of the United States Postal Service, and the designated agent of the NPMHU, Local 300, a Division of the Laborers' International Union of the North American (LIUNA), AFL-CIO, pursuant to the Local Implementation Article of the 2019 National Agreement. This Memorandum of Understanding constitutes the entire Agreement on matters relating to local conditions of employment.



For the United States Postal Service

10-8-20
Date of Finalization



For the Union Local 300 NPMHU

10-8/2020
Date of Finalization