

# LOCAL MEMORANDUM OF UNDERSTANDING



NEW YORK L&DC  
BETHPAGE NY  
AND



NATIONAL POSTAL  
MAIL HANDLER UNION  
LOCAL 300  
NEW YORK L&DC BRANCH

*In accordance with the National MOU RE: PPMPCs dated 4/5/02, this agreement has been modified to address the additional operations since this facility has become a mixed-use facility. This shall become effective at the Bethpage, New York upon the signing of this agreement, and shall expire concurrently as determined by the Working National Agreement.*

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## **MEMORANDUM OF UNDERSTANDING**

The following constitutes the understanding between the United States Postal Service and the National Postal Mail Handlers Union regarding the conclusion of negotiations pursuant to Article 30. "Local Implementation"

### **UNION RECOGNITION**

In accordance with Article 1, Section 1, of the National Agreement, the New York L&DC (NPMHU) shall be recognized as the exclusive bargaining unit representative for all employees in the bargaining unit for which each has been recognized and certified at the National Level.

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

1. When an employee is assigned to perform dirty work or work with toxic materials, the employee will be allowed reasonable wash up time.

**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 decision for curtailment or termination of postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the Installation Head
2. The Branch President and / or shop steward on duty shall be informed of any curtailment or termination of postal operations immediately
3. When local emergency conditions arise, management will make every reasonable effort to disseminate information to the Mail Handler craft employees regarding such emergency conditions through television, radio and other media.
4. The Evacuation Plan will be given to the NPMHU on an annual basis. For extreme environmental conditions due to unforeseen circumstances, consultation may take place between parties.

**Item C. Formulation of local leave program.**

1. The installation head or designee will meet with representatives of the NPMHU to review PMPC service needs as soon after January 1 of each year covered by this Local Memorandum of Understanding as practicable. The installation head will then determine a final date for submission of applications for choice vacation period(s), as provided for in Article 10 of the National Agreement.
2. Choice vacation periods will be awarded as provided for in Article 10, Section 3.D. 1, 2 and 3 of the National Agreement and this Local Memorandum of Understanding. Choice vacation periods will be granted on a seniority basis by tour.
3. If an employee cancels their vacation week more than seven (7) days prior to the start of that vacation week, the week shall be posted for the other Mail Handler craft employees. The senior Mail Handler bidding shall be awarded the vacant week. The vacated week shall not be reposted if the reposting would violate the vacation percentage.
4. When practicable with #3 (above), upon cancellation of a vacation week, Management will post vacated leave opportunities on the appropriate Postal bulletin boards for ten (10) days.
5. Vacation Picks Procedure - For vacation picks, employees will pick by seniority order from January 1 until February 15 of each year unless mutually extended or changed.
6. The maximum percentage of employees off for the non-choice vacation period will be 5 % per week. When applying the percentages outlined above, any fraction of 0.50 or more will be rounded to the next higher number, while any fraction less than 0.49 will be rounded to the next lower number. However, in no case will such rounding result in less than one employee being provided annual leave.

7. If any vacant vacation weeks are available and desired, Article 10.5C of the National Agreement shall apply. Immediately after the initial signup period, Annual Leave request(s) for full available weeks will be accepted and granted in order of seniority.
8. All Tours will select choice vacations simultaneously.
9. Tours shall be defined as:

Tour 1	2000-0399
Tour 2	0400-1199
Tour 3	1200-1999
10. An employee may cancel their request(s) for leave at any time.
11. All leave requests will be submitted on a Form 3971 in triplicate with carbons. One copy will be returned immediately to the employee with the supervisor's signature on it to signify receipt of Form 3971 only.
12. Employee may elect to be passed over in their vacation selections.
13. Employee may use their choice selection to bid on weeks outside the choice period.
14. The month of December shall not be a part of the vacation period, aside from the week between Christmas Day and New Years Day.

**Item D. The duration of the choice vacation period.**

1. The choice vacation period will commence on the second full week in May and will end 20 weeks later.
2. It shall additionally include the following holiday weeks;
  - a. President's Day
  - b. Easter Sunday
  - c. Columbus Day
  - d. Thanksgiving Day
  - e. And the week between Christmas Day and New Years Day.  
This week shall be defined as the seven (7) day period from 12/26 through 1/1.

**Item E. The determination of the beginning day of an employee's vacation period.**

1. The beginning day of the employee's vacation period shall be Monday.

**Item F. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.**

1. Employees who earn thirteen (13) days of annual leave per year will be granted up to ten (10) days of continuous annual leave during the choice vacation period. The employee, at his or her option, may take ten (10) days consecutively or two separate selections of five (5) days each.
2. Employees who earn twenty (20) or twenty-six (26) days of annual leave per year will be granted up to fifteen (15) days of continuous annual leave during the choice vacation period. The employee, at his or her option, may take fifteen (15) days consecutively or two separate selections, one of five (5) days and one of ten (10) days.

**Item G. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.**

1. Jury duty shall be not be charged to the choice vacation period. The weeks during which National and State Conventions are scheduled, duly elected delegates will be granted leave which will not be charged to the choice vacation period.

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

1. The following maximum percentages will apply to employees' annual leave requests during the choice vacation period, in keeping with the provisions of this Local Memorandum of Understanding:
2. From the second full week in May, ending 20 weeks later  
President's week 10% on each Tour  
Easter week 10% on each Tour  
Columbus week 10% on each Tour  
Thanksgiving week 10% on each Tour  
Christmas week 10% on each Tour
3. When applying the percentages outlined above, any fraction of 0.50 or more will be rounded to the next higher number, while any fraction less than 0.50 will be rounded to the next lower number. However, in no case will such rounding result in less than one employee being provided annual leave, if requested, during any week of the choice vacation period.

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

1. The posting of the vacation schedule shall constitute official notice to each employee that his or her respective vacation schedules have been approved.
2. Requests for choice vacation periods will be submitted using duplicate PS Form 3971. The PS The employee will receive a duplicate of the signed PS Form 3971.

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

1. A notice shall be posted on the official bulletin board not later than November 1<sup>st</sup> of each year covered by this Local Memorandum of Understanding notifying the employees of the beginning date of the new leave year. It shall begin with the first day of the first full pay period of the calendar year.

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

1. Management will consider leave requests for Mail Handlers on each tour, on a first come basis, with all leave being approved or disapproved within seventy two (72) hours / **end of tour**.
2. When incidental leave is requested for less than one (1) week in duration and for other than emergency situations, the Form 3971 will be submitted in triplicate with carbons to the Supervisor no more than **forty-five (45)** calendar days in advance. Any such requests for leave submitted more than **forty-five (45)** days in advance shall be disapproved.
3. Leave requests will be granted based on the needs of the service. If multiple requests are received for the same date(s), on the same day leave will be granted in seniority order. Otherwise it will be granted on a first-come first-serve basis by date of submission.

**Item L. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.**

1. The Overtime Desired List shall be by Tour for the Day(s) of Rest (Extra Day) list.
2. **The Early and Late Overtime Lists shall be by section, then by tour. Section shall be defined as where the employee holds a duty assignment and as outlined in Item S4 of this LMOU. When the OTDL for the section does not provide enough volunteers, the Overtime opportunity shall be offered to Mail Handlers on the Tour Master OTDL.**
3. **There shall be a separate rotation for each type of overtime.**
4. **Mail Handlers shall be allowed to sign up for any combination:**
  - a. Day(s) of Rest (Extra Day) Overtime List
    - i. With each day of the week rotating individually and consistent with Article 8.5 of the National Agreement.
  - b. Before Tour (Early) Overtime List
  - c. After Tour (Late) Overtime List

**Item M. The number of light duty assignments to be reserved for temporary or permanent light duty assignment.**

1. Light duty assignment shall be determined on a case-by-case basis consistent with this LMOU and the National Agreement.

**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.**

1. Temporary and permanent light duty request(s) will be administered in accordance with Article 13 of the National Agreement.

**Item O. The identification of assignments that are to be considered light duty.**

1. First consideration will be to the employee's regular bid if they are able to perform the duties with reasonable accommodation.
2. Light duty assignments shall be determined by consultation with the Union. These assignments shall be consistent with the National Agreement and this LMOU.
3. Identification of assignments will be on a case by case basis depending on the employee's limitations.
4. **The Union will be notified of each request for light duty and the approval or disapproval by the employer.**

**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. When employees are considered excess to the needs of a section, when it is proposed to reassign within an installation, the identification of assignments comprising section will be a tour.

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

1. Available parking spaces, in excess of USPS needs, will be filled on a first-come, first-served basis.
2. The NPMHU shall be provided with two (2) designated parking spaces.
3. Management shall notify the NPMHU President any policy changes regarding parking.

**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. This leave shall be limited to 4 employees and will not be factored into the employee's choice vacation schedule. Every effort will be made to give additional employee's off, based on the operational needs of the service.

**Item S. Those other items which are subject to local negotiations as provided in the following Articles:**

**Article 12, Section .3B5:**

1. For a duty assignment to be reposted, the new assignment must sufficiently change the duties of the duty assignment or change the principal assignment area.

**Article 12, Section .3C:**

2. All newly created and or vacant duty assignments shall be posted for bid on official Postal bulletin boards for all employees. All of these postings shall be installation wide.

**Article 12, Section .3E3e:**

3. When it has been determined to excess employee(s) to another section, the following order will be used.
  - a. Casuals
  - b. Employees from other crafts
  - c. Full time Mail Handlers
  - d. When it has been determined to excess Full-time regular employees within the section, employees shall be excessed in inverse seniority order. (i.e. The junior employee shall be excessed from the section first).

**Article 12, Section 4:**

4. Identification of duty assignments within the installation for the purposes of bidding. Sections and tours shall be defined as below:
  - a. Destinating Parcel Sorter / Shape Sort
  - b. Originating Parcel Sorter
  - c. Outsides
  - d. Flats
  - e. Platform Operations Tour I
  - f. Platform Operations Tour II
  - g. Long Dock (Platform) Tours 1 & 3
  - h. Short Dock (Platform) Tour III
  - i. Ball Dock / Shape Sort (Platform) Tours 1 & 3
  - j. Exceptions
  - k. Linear Sorter (Presort)
  - l. APPS

**Article 12, Section .6C4a:**

5. See Above

**Article 13, Section .3:**

6. Light duty assignments shall be determined by consultation with the Union. These assignments shall be consistent with the National Agreement and this LMOU.

**Item T. Local implementation of this Agreement relating to seniority, reassignments and posting.**

1. The employer shall provide the Union with a copy of the Seniority list whenever the list is posted. In addition, the Union will also be provided a copy when requested.
2. Overtime Desired Lists shall rotate in accordance with seniority. Employees that elect to be passed over shall be considered to have been given the overtime opportunity.
3. All employees who are voluntarily detailed off their tour shall be deprived of their relative seniority standing.
4. Mail Handlers on a temporary detail changing their scheduled days of rest shall be deprived of their relative seniority standing for that changed working day(s) of schedule.
5. Temporary details anticipated for 60 day or more shall be posted and awarded to the senior employee(s) who are qualified for the positions.
6. The Branch President shall be notified when any and all vacancies exist. In addition, the Branch President shall be given advance notice to review all newly created positions.
7. **Prior to posting any vacant duty assignments for bidding, the Branch President shall be given ample opportunity to review the posting in advance.**
8. **At the end of each pay period, the Branch President will be provided with a copy of all higher level assignment orders issued to Mail Handlers. These assignments shall include those in craft, into another craft, and to temporary supervisor assignments.**
9. **The Branch President shall be provided with copies of all holiday schedules prior to posting.**

**This Memorandum of Understanding is entered into on October 30, 2002, at New York PMPC 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 2000 National Agreement.**

**On October 1, 2005, this agreement was modified to reflect the new operations.**

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

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*For the Employer*  
Daniel C. Healy  
Plant Manager

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*For the Union*  
Kevin P. Tabarus  
Branch President

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Date

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Date

PLANT MANAGER  
NEW YORK PMPC



April 26, 2002

**LABOR MANAGEMENT MEETING**

Reasonable wash up time for Mail Handlers employees will be a five (5) minute wash up time before lunch and at the end of tour.

A handwritten signature in cursive script that reads "Daniel C. Healy".

Daniel C. Healy  
Plant Manager  
New York PMPC  
United States Postal Service

A handwritten signature in cursive script that reads "Kevin P. Tabarus".

Kevin P. Tabarus  
New York PMPC Branch  
Local 300  
National Postal Mail Handlers Union