



MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNITED STATES POSTAL SERVICE
EASTERN MAINE PROCESSING & DISTRIBUTION
FACILITY
HAMPDEN, ME 04444**

AND

NATIONAL POSTAL MAIL HANDLERS UNION

**DIVISION OF THE
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO**

LOCAL 301, BRANCH 205

2011 NATIONAL AGREEMENT

**Robert J. Broxton, President
Jeffrey L. Anderson, Branch President**

Item A. Additional or longer wash-up periods.

Management will allow a reasonable wash-up of not less than five (5) minutes before clocking out for lunch and before clocking out at end of tour. Management does recognize that certain, occasionally performed tasks may require a slightly longer wash-up. These will be determined on an individual basis as they occur by management. There will be a 5-minute acclimation time before going inside from outside or vice versa from November 1 to March 30.

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.

The parties recognize that the Postal Service is the most vital part of communications machinery and that historically; this office has provided service to the public without interruptions. Therefore, as a matter of policy, postal operations will not be terminated at this office unless the Plant Manager or designee determines that conditions so warrant. Reasonable consideration shall be given, but is not limited to, such conditions as:

- a. Safety and health of employees;
- b. Civil disorders;
- c. Acts of God;
- d. Hazardous weather conditions;
- e. Advice of local authorities;
- f. Threat of alleged explosive devices in the facility.

The aforementioned categories are derived from Section 519 of the Employee and Labor Relations Manual.

The Plant Manager or designee shall have full authority to determine the necessity of closing a facility should any of the above instances occur.

The employer shall notify a union official, then the employees, at the earliest possible time of termination or curtailment of postal operations. Such notification shall be by telephone and/or public media such as radio and television.

Item C. Formulation of the local leave program.

The vacation list for the choice vacation period shall be posted during the first full week in November. A bidding of both the first and the second choice will be completed by the second full week in January.

The form for selection of choice vacation shall be presented to or mailed to each employee. Form shall be completed in ink and returned, or postmarked, within five (5) working days after presentation or mailing, to the scheduling supervisor or designee. Failure to timely return the form will be a forfeiture of the right to bid for choice vacation until all other employees have completed bidding on that round.

Choice vacation time relinquished, in writing, at least seven (7) days prior to Saturday in the week which vacation commences, shall be available for bid by employees junior to the junior employee whose name appears in that week. Requests must be submitted in duplicate on PS Form 3971. Relinquished time shall be posted for three (3) calendar days. At the end of the 3 day posting period, the relinquished time will be awarded to the senior employee(s) having properly submitted for the time.

Relinquished time will be in blocks of 5 days/bid weeks.

Employees will not be permitted to relinquish/retain partial weeks bid for during the choice vacation bid period.

Time in the choice vacation period which is relinquished with less than seven (7) days notice (as cited above) shall be declared forfeited, and may be applied for by all employees in accordance with item K of this LMOU.

Item D. The duration of the choice vacation period.

The choice vacation period shall be in two (2) parts:

- a. Part A to be for a duration of nineteen (19) weeks beginning the second full week in May.
- b. Part B to be for the duration of four (4) weeks ending with the week of Thanksgiving.

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

The beginning day of Part A vacation period shall be the first scheduled workday succeeding the employee's scheduled off days. A bid week will be forty (40) hours.

The beginning day for Part B of the vacation period will be Saturday.

The beginning day for vacation for part-time flexible employees and Mail Handler Assistants (MHA's) will be Saturday.

If a full-time employee has split days off, the vacation period shall start on the first scheduled workday succeeding the first scheduled day off.

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

There shall be two (2) separate picks for the choice vacation period. Each pick to proceed through the seniority roster, including all career employees and mail handler assistants (MHA's). Picks must not exceed the limits of Article 10, Section 3D 1 and 2.

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

Employees ordered to military duty or jury duty during their choice vacation period will be given another selection. This will not conflict with or eliminate another employee's choice vacation period. Military leave and jury duty absences will not be included in the quota allowed off each week. One employee who is a delegate to a State or National Convention will be allowed off during the choice vacation period to act as a delegate and shall not be counted against the quota during such period. Light and limited duty personnel will be allowed off during prime time without being included in the maximum quota of employees allowed off for any week, but will be counted in as the total mail handler work force.

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

Employees (career & MHA's) allowed off during the choice vacation period will be:

Part A – 17% rounded off to the nearest whole number (.5 = 1)

Part B – 13% rounded off to the nearest whole numbers (.5 = 1).

These percentages will be based upon the total number of career mail handlers and MHA's on the rolls during the period cited in Item C of this LMOU, i.e. "the first full week in November."

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

Notice to each employee of approved leave during the choice vacation period will be PS Form 3971. The official chart will be posted to identify choice made and awarded.

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

Notice of the date of the beginning of each new leave year will be posted on the Official Bulletin Board not later than the first (1st) of November.

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

Annual leave for periods outside the choice vacation period shall be 10 percent of the on-the-rolls mail handler complement (career mail handlers & MHA's).

Granting of annual leave during the month of December will be determined on a year-to-year basis, and the procedure for submission and approval of said leave will be posted as early as practicable.

Example:

Management will be approving leave during the month of December, (year). All submissions must be submitted to the MDO in accordance with items K of this LMOU, and will be approved on a first come – first serve basis.

Requests for annual leave for any period(s) open after the bidding of the choice vacation period, for five (5) days or more shall be submitted at least ten (10) days in advance of the time desired and a copy of the request (must be submitted in triplicate) returned to the employee within seventy-two (72) hours of original submission.

Request for annual leave for any period(s) open after the bidding of the choice vacation period, for at least eight (8) hours but less than five (5) days, except for justifiable emergencies, shall be submitted at least five (5) days prior to the date leave is requested and the application shall be returned within forty-eight (48) hours of submission of request. Applications must be submitted in triplicate.

Any request for annual leave of up to eight (8) hours, submitted on the date of the time requested off, will be acted upon within a reasonable amount of time, but no later than one (1) hour prior to leave request. No notice received by one (1) hour prior to time of request will be treated as approval of request. Leave will be approved in the order in which it was submitted.

Any request for annual leave submitted to the immediate supervisor on PS Form 3971 which is not disapproved within the guidelines cited above for responses shall be deemed approved. All requests for leave shall be submitted in triplicate on PS Form 3971 and the supervisor shall sign all copies acknowledging receipts and return one copy to the employee.

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

MAIL HANDLERS OVERTIME DESIRED LIST MEMORANDUM OF UNDERSTANDING

The Mail Handler Overtime Desired List shall be posted facility wide and shall be administered by **Tour** and will be governed by the following rules:

The OTDL will be considered "Restricted Data." The OTDL shall be made available to certified Union representatives upon request, for grievance investigation and verification of accuracy. Employees at large will not be given access to the OTDL unless both a Union representative and Management representative are present.

The OTDL shall be comprised of three (3) parts as follows; **Non-Scheduled Days, Before Tour and After Tour and will be separated as such, resulting in three (3) lists per tour. Each part will be maintained solely and mutually exclusive of one another in all matters.**

Independent of one another, all parts of the list will be maintained by seniority in rotation in accordance with Article 8.5(c) of the National Agreement.

FTR mail handlers desiring to work overtime shall sign the appropriate list; **N/S Day, Before Tour (BT), or After Tour (AT), or any combination of these three.**

By signing the OTDL, employees have indicated their desire to work overtime in accordance with Article 8.5C of the National Agreement.

Section 8.5C (pertinent part)

"Full-time regular employees on the 'Overtime Desired' list may be required to work up to twelve (12) hours in a day."

When the need for overtime arises, the supervisor will utilize the appropriate list. Typically, overtime will be covered by the current tour as opposed to calling and/or scheduling the next tour in early.

Only the following codes are to be used when annotating entries to the OTDL:

- **1 – 4** # of hours scheduled
- **EX** Excused
- **SL** Sick Leave
- **AL** Annual Leave
- **NS** Non-Scheduled Day
- **NA** Not Available (hours don't match need)
- **NC** No Contact
- **LM** Left Message ***

***When calling mail handlers for overtime and getting an answering machine or voicemail, the supervisor will leave a message stating that they are calling for Before Tour or N/S day overtime and that because they did not contact the employee they are continuing on with the list.

Supervisors will not leave messages that include a specific number of hours and instructions to come in early or on N/S day **unless the entire list**, i.e., N/S or Before Tour has been or is intended to be utilized.

Employees are not to report for overtime unless the supervisor specifically states so in the message.

When scheduling overtime, the supervisor (or designee) will have a union steward (or representative) present and both parties will annotate (by initials) the OTDL as having been present during the scheduling of overtime.

Mail Handlers working After Tour overtime and/or reporting for Before Tour overtime for at least one hour or more shall receive a reasonable break between their regular tour and their overtime period.

Mail Handlers designated a successful bidder on a different tour during an OTDL quarter shall have an opportunity (14 days) to place their names on any of the OTDL's, i.e. Before Tour, After Tour, N/S Day.

Should there be a need for additional overtime after the OTDL(s) and the FTVL(s) have been fully utilized, and Management is considering the use of mandatory overtime, the following order will be followed:

Solicitation of volunteers currently on the clock;

1. FTR's
2. PTR's
3. PTF's
4. MHA's

Should there still be a need; mandatory overtime will be assigned in the following order:

- a. Casuals
- b. MHA's by juniority
- c. PTF's by juniority
- d. PTR's by juniority
- e. FTR's on other OTDL's by juniority
- f. FTR's by juniority

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

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.

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

When a mail handler requests a light duty assignment and is eligible for such in accordance with Article 13 of the National Agreement, management and union shall review all pertinent data pertaining to the individual case and make a decision on a suitable light duty assignment.

There shall be no fixed number of temporary or permanent light duty assignments.

Light duty for all tours shall include but are not limited to the duties below:

Culling, traying, manual cancelling of mail, sweeping cases, loading ledges, prepping flats, hanging sacks, traying or tubbing in for manual and automation operations. Other duties may be assigned after discussion between management and the Union.

No member of the regular work force shall be adversely impacted by another's light duty assignment, i.e. light duty assignments will not be used to bump an employee from his/her bid duty assignment.

Employees whose requests for light duty are approved shall be assigned to operations where work exists within their physical limitations. First consideration will be given to modifying these employees' regular work assignments.

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.

Sections will be defined by Tour as follows:

- Tour 1 – 2000 thru 0399
- Tour 2 – 0400 thru 1199
- Tour 3 – 1200 thru 1999

Bumps: In those instances where one or more employees from different overlapping Tours hold identical bid positions, and a requirement exists to remove regular bid holders from their position because of "needs of the service", movement shall be by juniority regardless of Tour.

(See Article 12, Section .3E3e (Now 12.3E3g under 2011 Agreement) of this LMOU)

Item Q. The assignment of employee parking spaces.

Mail Handlers shall be authorized to park their private vehicles in any spaces not specifically designated otherwise on a first come – first serve basis in the employees' lower parking lot.

There will be one (1) reserved space designated for use by the NPMHU in the upper parking lot.

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 union activities requested prior to determination of the choice vacation schedule other than the National Convention will not be reflected on the vacation chart.

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

Article 12, Section .3B5

The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause the duty assignment to be reposted shall be subject to local negotiations in accordance with local implementation provisions of this Agreement.

When the duties or principal assignment area of a duty assignment are changed, management will consult with the Union to determine if the duty assignment requires posting.

Article 12, Section .3C

Place of Posting

The notice inviting bids for a craft assignment shall be posted on all official bulletin boards at the installation where the vacancy exists, including stations, branches, and sections. Copies of the notice shall be given to the designated agent of the Union. When an absent employee has so requested in writing, stating the employee's mailing address, a copy of any notice inviting bids shall be mailed to the employee by the installation head. Posting and bidding for preferred duty assignments shall be installation-wide unless otherwise specified by local Agreement.

Management shall furnish the union quarterly current seniority rosters of the employees, showing the name and seniority date. The union shall be notified of all changes affecting this roster. The designated union representative shall be notified and be given an opportunity to review all revised and/or newly established craft positions prior to posting.

Vacated or newly established mail handler positions and/or eight (8) hour duty assignments will be posted for bid among all full-time regular Mail Handlers unless reverted by local management as set forth in the National Agreement.

Employees on leave shall be notified of any vacancies if they provide a self-addressed penalty envelope for use in sending the notification.

Job bids will be posted on the Official Bulletin Board.

When it is proposed to take any action regarding the shifting of operations, the employer shall notify the union as far in advance as practicable; when possible at least thirty (30) days notice shall be given.

Management will provide the Union with copies of reports on bid activity after the close of each bid cycle.

Article 12, Section .3E3e (now 12.3E3g in 2011 National Agreement)

E3g the order of movement of full-time regular Mail Handler employees in .3E3f, above shall be a subject for local negotiations; however, if an agreement is not reached at the local level, the matter will be referred to the Area Manager, Human Resources and the Region-al Director, Mail Handlers Union for settlement.

For temporary reassignments not covered by Articles 12 or 25, the movement of employees outside their bid assignment area will be as follows:

- Casuals
- Mail Handler Assistants (MHA's)
- Employees from other crafts
- Part-time employees
- FTR's on overtime by juniority
- FTR's assigned to the area (day-to-day)
- FTR temporary bid holders by juniority
- FTR bid holder volunteers by seniority
- FTR bid holders by juniority

Article 12, Section .4

Definition of a Section

Except as provided for in other items of this LMOU, a section shall be defined as a Tour, as per Item P.

Article 12, Section .6C4a

The identification of assignments comprising for this purpose a section shall be determined locally by local negotiations. If no sections are established by local negotiations, the entire installation shall comprise the section.

Refer to Item P of this LMOU.

Article 13, Section .3

Local Implementation

Refer to Items M, N, and O of this LMOU.

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

1. Temporary Bid Policy:

- a. Vacancies of one week or more, when evaluated by management that coverage is necessary, will be posted on the bulletin board in order that all employees may be made aware of their existence. These vacancies may be due to extended sick leave, details, annual leave, etc.
- b. The posting period shall be for three days, five when posted over a weekend period.
- c. Management will make every attempt to post vacancy to be covered, for enough in advance to allow enough time for secondary coverage and training, if necessary.
- d. Employees must submit their request on a temporary bid slip or buck slip, in duplicate, with one copy to be retained by the employee and the other put in the temporary bid box to be valid. Both copies will be co-signed by a steward.
- e. The opportunity to cover the vacancy will be awarded to the senior mail handler, who has a valid OS Form 346 when required.
- f. PS Form 3189 properly completed by the employee, and signed by appropriate officials must be submitted in order to change duty hours. Employee is responsible for renewals or extensions.
- g. Annual leave which is posted on the vacation chart will not be separately posted, unless management deems it necessary to do so. Vacancies due to annual leave can be applied for in the same manner as outlined in d. Buck slips must be submitted by Friday, two weeks prior to vacancy.
- h. Coverage shall be two deep with option of management to go more, if deemed necessary.

2. When temporary vacancies (day-to-day) exist for higher level positions, i.e. equipment operator, management will;
 - a. solicit from existing equipment operator bid holders first under the provisions of Article 12.2D4 Preferred Duty Assignment, and then;
 - b. offer among all other employees by seniority.

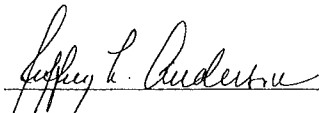
Nothing in this provision shall prohibit management from assigning level 5 bid holders on overtime to these types of vacancies **when they arise**, after completing step "a." above and prior to offering among all other employees by seniority (step "b." above).

3. Management will provide the Union with copies of all postings, notices, and policies that affect the mail handler craft.

This Memorandum of Understanding is entered into on October 17, 2013 at the EMP&DF, Hampden, Maine, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, pursuant to the Local Implementation Article of the 2011 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.



Kevin Clark, Plant Manager
For the U.S.P.S.



Jeffrey L. Anderson, Branch President & ME SEBM
For the NPMHU