



MEMORANDUM OF UNDERSTANDING

1998 NATIONAL AGREEMENT

LOCAL IMPLEMENTATION

BETWEEN

UNITED STATES POSTAL SERVICE

AND

NATIONAL POSTAL MAIL HANDLER'S UNION
OF NORTH AMERICA

AFL - CIO

SHREWSBURY, MA 01546

John F. Hegarty, President
Robert J. Broxton, Adm. Vice President



This Memorandum of Understanding is entered into on June 29, 1999 at Shrewsbury, Massachusetts 01546 between the representative of the U.S. Postal Service and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborer's International Union of North America, AFL-CIO, pursuant to the Local Implementation Provision of the 1998 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

ITEM A: WASH-UP TIME

Past practice will prevail.

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

When local emergencies warrant, the employer will notify the employees through available media if Management makes a decision to either curtail or terminate Postal Operations. As soon as a determination has been made to curtail or terminate Postal Operations, Management will notify the Administrative Vice President or his/her designee. Such decisions will be based upon reasonable consideration of factors such as, but not limited to:

- 1.) The safety and health of its employees.
- 2.) Advice of local, state, and federal authorities as well as weather forecast authorities, may be solicited before a final determination to be made by the local installation head or designee.
- 3.) Relevant Postal policy regarding service requirements and emergency procedures.
- 4.) Acts of God.
- 5.) The Mail Handlers Administrative Vice-President or designee may bring to the respective installation head a concern for the safety of bargaining unit employees.

If an emergency is determined, the installation head will take the appropriate action.

ITEM C: FORMULATION OF LOCAL LEAVE PROGRAM.

- 1.) The Central Mass. Processing & Distribution Center and the Worcester Main Post Office will be considered as separate entities for leave purposes.

- 2.) Same day requests for leave will be answered within a reasonable amount of time. If more than one request is submitted, approval will be on a first come, first serve basis.
- 3.) A Mail Handler bidding from one tour to another will retain his/her prime time vacation period as previously granted.
- 4.) Any approved prime time vacation periods that become open due to cancellations shall be granted to the next requesting employee on the waiting list, provided the employee has sufficient leave.
- 5.) Copies of all approved prime time vacation schedules will be sent to the Union.

ITEM D: THE DURATION OF THE CHOICE VACATION PERIOD.

The choice vacation period will commence on the first Saturday of May and run for twenty-three (23) consecutive weeks, plus Thanksgiving week.

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

The beginning day of the choice vacation period will commence with service week, Saturday through Friday for Mail Handlers on Tours 2 & 3. The beginning day of the choice vacation period will commence with a Sunday and end on a Saturday for Mail Handlers on Tour 1.

ITEM F: WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS.

- 1.) Consistent with Article 10 of the National Agreement, employees who earn thirteen (13) days of annual leave per year shall be granted up to two (2) one week selections during the choice period. The total not to exceed ten (10) days of leave.
- 2.) Consistent with Article 10 of the National Agreement, employees who earn twenty or twenty-six (26) days of annual leave per year shall be granted up to three (3) one week selections during the choice period, the total not to exceed fifteen (15) days of leave.

3.) The Union will process prime time Mail Handler vacation applications as in past practice.

4.) After the approval of their selection, each Mail Handler will complete a PS Form 3971 within thirty (30) days prior to the selected vacation period.

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

- 1.) Attendance for jury duty shall not be charged against the choice vacation period.
- 2.) Two delegates, paid by the Union to attend the National Convention shall not be charged against the choice vacation period.

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

Sixteen percent (16%), by tour, of the Mail Handlers in the CMP&DC and sixteen percent (16%), by tour, at the Worcester MPO will be allowed off on annual leave by seniority during the choice vacation period weeks #1, #2, #3, #21, #22, #23, Eighteen percent (18%) of all Mail Handlers, by tour, in the CMP&DC and 18%, by tour, at the Worcester MPO will be allowed off in weeks #4-#20 & #24.

The actual numbers of Mail Handlers, based upon the percentages stated above, allowed off on annual leave during the choice vacation period will be determined using the number of career Mail Handlers on the rolls on the first day of the leave year.

At the CMP&DC all percentages will be rounded up to the next whole number.

At the Worcester MPO all percentages .50 and up will be rounded up to the next whole number. All percentages less than .50 will be rounded down to the next whole number.

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

All Mail Handlers will receive vacation applications by February 1st. The craft representatives will process all Mail Handler vacation applications after March 1st.

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

All Mail Handlers will be notified by November 1st as to the beginning and end of the new leave year by posting on all bulletin boards.

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

- 1.) In the non-choice period Management will review each request for leave on an individual basis to ensure tour coverage and allow as many requests as possible.
- 2.) All leave requests (PS Form 3971) must be submitted no sooner than thirty (30) days prior to the date requested. Exceptions may be made in unusual circumstances and documentation may be required.
- 3.) Management will have seventy-two (72) hours to approve or disapprove properly submitted leave requests. Failure on Management's part to answer within the seventy-two (72) hours will be taken as automatic approval of the leave requested. The seventy-two (72) hour rule does not apply to Sundays and Holidays.
- 4.) Leave requests for the next day will be returned to the employee by his/her supervisor by the end of the tour. Leave has not been approved until a signed 3971 has been returned to you.
- 5.) All Mail Handlers requesting leave are to submit their PS Form 3971 to their immediate supervisor. Submissions of PS Form 3971 to the timekeeping unit without this notification will not be accepted.
- 6.) Union officers and stewards will be granted annual leave or leave without pay (code 84) to attend Union meetings pertinent to their office.

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.
- 2.) The Worcester MPO and the CMP&DC shall have separate overtime desired lists.
- 3.) A separate rotation will be maintained for each type of overtime:
Before tour.
After tour.
Non scheduled days.
- 4.) Mail Handlers on overtime will be junior to the junior regularly scheduled Mail Handler.
- 5.) When possible, copies of the overtime desired list shall be given to the Union before the end of the tour, but no later than the beginning of the same tour next day.
- 6.) Except in emergency situations as defined in Article 3.6 of the National Agreement, Management will provide a minimum of one (1) hour notice for mandatory overtime prior to the ending of the employee's workday.
- 7.) An employee bidding to a different tour will have fourteen (14) days from the effective date of the new bid to sign up for the OTDL on the new tour.

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

- 1.) In the CMP&DC there will be two (2) light duty assignments on each tour, for a total of six (6) temporary light duty assignments facility wide.
- 2.) There will be one (1) temporary light duty assignment at the Worcester Main Post Office. Temporary light duty assignments will be for clearly specified periods of time. Union representatives will review these assignments with the appropriate managers.
- 3.) Additional light duty assignments will be discussed by Management and the Union on a case by case basis.

ITEM N: THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULARLY SCHEDULED WORK FORCE WILL BE ADVERSELY AFFECTED.

- 1.) Light duty assignments for Mail Handlers shall not be assigned to the detriment of regularly scheduled Mail Handlers.
- 2.) When an employee is given a light duty assignment, his/her limitations will be made known to the appropriate supervisor.
- 3.) No employee from another craft will work to the detriment of full time regularly scheduled employees in the Mail Handler craft.
- 4.) If and when it is possible, Management will attempt to assign employees to assignments with the same or similar tour, hours, and days off.
- 5.) Available light duty assignments will be on a first come, first serve basis.

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

The following duties and assignments shall be considered as, but not limited to, light duty work:

- 1.) Traying letters
- 2.) Traying flats
- 3.) Flip/Flops - Canceling machine
- 4.) Patchwork
- 5.) Garage duties (Worcester MPO only)

Other areas where the assignment does not exceed the doctor's recommendations.

Additional light duty assignments will be discussed by Management and the Union on a case by case basis.

Any further discussion of the light duty program will be held during the Labor/Management meeting.

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.

Reassignment due to the excess needs of a tour will be by juniority by tour.

ITEM Q: ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Two (2) spaces on the grounds of the CMP&DC will be assigned for the use of Mail Handlers Union officials on a twenty-four (24) hour basis.

Mail Handlers shall be authorized to park their private vehicles in any spaces not specifically designated for administrative personnel, government, or public vehicles on a first come, first serve basis, in the employees' parking lots.

Any change in the availability of parking spaces shall be subject to discussion at local Labor/Management meetings.

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

Annual leave for two (2) employees to attend Union activities shall not be charged to the total choice vacation plan.

ITEM S: THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS.

Labor/Management meetings shall be held on the last Thursday of the month unless the parties agree to another date.

Management shall make provisions for recording the minutes of Labor/Management meetings and supply the Union with three (3) copies.

All regular Mail Handler bids in the CMP&DC will be posted with consecutive days off with the exception of Tour 2 and 18% of the bids on Tour 3. The actual number of bids, based on this percentage, will be rounded up to the next whole number.

Lunch periods will be stable and regular, subject to emergency conditions.

All regular Mail Handler bids at the Worcester MPO will be considered Tour 2 bid assignments.

Article 12.3B5 – When the duties or principle assignment area of a position are changed, Management will consult with the Union to determine if the position requires reposting.

Article 12.3C – Bidding between the Worcester MPO and the CMP&DC will continue until August 1, 2000. At that time bidding between the Worcester MPO and the CMP&DC will cease and employees holding bids at the Worcester MPO will each retain one opportunity to bid to the CMP&DC, to be used within one (1) year from August 1, 2000. If not used by July 31, 2001, the right to bid to the CMP&DC will be forfeited.

Article 12.3E3e – The order of movement out of a section shall be as follows:

- 1.) casuals
- 2.) employees from other crafts
- 3.) part time flexible employees
- 4.) overtime employees by seniority (senior volunteer, junior non-volunteer)
- 5.) full time employees from outside the section
- 6.) junior non-volunteer employee within the section
- 7.) When reassignment back to a work area is to be made it will be made by seniority among the full time regulars holding bids in the area subject to Article 12.3E3

Article 12.4 – sections are as follows:

- | | |
|---------|---|
| CMP&DC: | Tour 1: SPBS/Standard
Automation
Platform |
| | Tour 2: SPBS/Standard
Automation
Platform |
| | Tour 3: SPBS/Standard
Automation
Platform
Culling Area |

Worcester MPO: All operations

Article 12.6C4a – reference Item P of this LMOU

Article 13.3 – reference Items, M, N, & O of this LMOU

ITEM 7: LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.

Consistent with the National Agreement, higher level vacancies shall be offered to the senior requesting employee within the section on the tour. If there are still vacancies remaining, then those vacancies will be offered to the senior requesting employee outside of the section on that tour. If vacancies still remain, then the junior qualified employee within the section on the tour where the vacancy exists shall be assigned to those positions on a day to day basis.

Assignments of a week or more will be made available via sign-up sheet. These sign up sheets will be posted or the assignments will be offered to those employees in the section where the vacancy exists. Those employees requesting to take the assignment will assume the hours and N/S days of the assignment and a Form 1723 will be completed. If there are no requesting employees in the section to fill an assignment of a week or more, then the vacancy will be offered as per the procedures outlined above for offering daily higher level assignments.

When there is a change in the start time of an occupied bid the bidholder will be given reasonable notice before the new start time is to take effect.

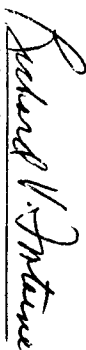
All bids will be posted in the Worcester MPO and the CMP&DC until July 31st, 2000. Effective August 1, 2000 all bids for the Worcester MPO will be posted in the Worcester MPO only. Bids for the CMP&DC will continue to be posted in the Worcester MPO and the CMP&DC until July 31, 2001. Effective August 1, 2001 Bids for the CMP&DC will be posted only in the CMP&DC and bids for the Worcester MPO will be posted in the Worcester MPO only.

Pertinent policy postings will be cc: to the Union.

Management will discuss any changes involving weekend days off with the Union A VP prior to implementing such changes.

Seniority will be adhered to within reason.

IN WITNESS WHEREOF:



Richard V. Fontaine
Lead Negotiator
Manager, Distribution Operations
Central MA, P&D Center
United States Postal Service



Robert J. Broxton
Lead Negotiator
Administrative Vice President
National Postal Mail Handlers
Union
Division of the Laborer's
International Union of North
America, AFL-CIO