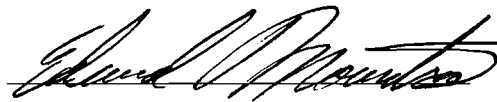


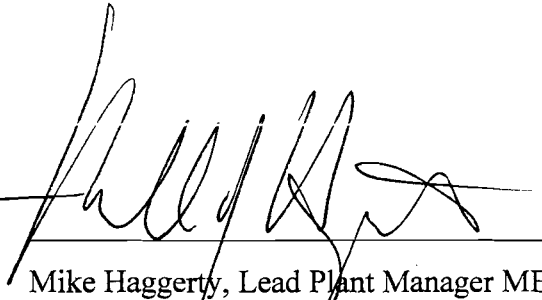
MEMORANDUM OF UNDERSTANDING
Between
UNITED STATES POSTAL SERVICE
NORTH READING PROCESSING AND DISTRIBUTION CENTER AND ANNEX
And
NATIONAL POSTAL
MAIL HANDLERS UNION
TIMOTHY DWYER
PRESIDENT, LOCAL 301
ED MOUNTAIN
PRESIDENT, BRANCH 103
2006-2011

This Memorandum of Understanding is entered into on November 1, 2007, 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 2006 National Agreement. (Extended 2006 through 2011)

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



Edward Mountain, Branch President
National Postal Mail Handlers Union
Local 301, Branch 103



Mike Haggerty, Lead Plant Manager ME
Processing & Distribution Center
North Reading MA

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**The parties agree all reference to “Tour” at the M/E-P&DC include
duty assignments with start times as follows:**

Tour 1	20:00 – 03:59
Tour 2	04:00 – 11:59
Tour 3	12:00 – 19:59

ITEM A ADDITIONAL OR LONGER WASH-UP PERIODS

Management shall grant Mail Handler employees a five (5) minute wash up period before lunch and at the conclusion of tour of duty.

Upon proper request to his/her immediate supervisor, an individual employee may request and may be granted an additional reasonable period of time to wash-up, provided such time is necessary due to the fact that the work performed is dirtier and more toxic than normal and the existing wash-up period is insufficient in the particular instance.

Any Mail Handler involved with a container/package spill shall have immediate access to 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.**

Reasonable consideration shall be given, but not limited to, such conditions as:

1. The safety and health of the employee
2. Civil disorder
3. Acts of God
4. Hazardous weather conditions
5. Acts of Terrorism
- 6. Power Outages**

On duty employees will be notified as to what actions to take. Management will notify the employees at the earliest possible time of the termination or curtailment of postal operations:

- a. Notification will be made through AM radio stations WBZ (1030).
Such information will include tours affected and expected duration of curtailment/termination.
- b. The Branch President / Designee will be apprised by the Plant Manager/Designee.
- c. A Management representative will be assigned to field phone calls into the facility.

The parties agree to consider travel restrictions and other notifications by the following authorities:

- (1) Governor's Office
- (2) Civil Defense
- (3) State Police
- (4) Municipal Authorities
- (5) Local Authorities

The parties recognize that the paramount consideration is the safety and health of the employees. While the advice of the Local Authorities may be solicited, final determination to curtail or terminate operations to conform to orders of local authorities (or as local conditions warrant because of emergency conditions) will be made by the Plant Manager/Designee.

M/E will have in place an updated SOP posted at all times on proper procedures to follow during an unexpected power outage. For planned power outages management will notify the union and all employees as far in advance as possible of the scheduled outage as well as any needed schedule changes.

ITEM C FORMULATION OF LOCAL LEAVE PROGRAM.

The Mail Handlers' Union will conduct the vacation selection process. The initial and subsequent selection process will be completed by the second week in March.

Employees may make a vacation selection as follows:

1. The employee who earns thirteen (13) days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice periods. The number of days of annual leave, not to exceed ten (10), shall be at the option of the employee.
2. Employees who earn twenty (20) to twenty-six (26) days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice periods. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.

Employees may not make mutual trades of selections.

When a Mail Handler cancels his/her entire choice vacation week for a week that had been bid to the maximum allowed, the week **will** be made available to other Mail Handlers. Management shall notify the Union **when** a week **cancelled by an employee**. At that time a date will be established for the acceptance of P.S. Form 3971s for the vacated period. The week shall be open to all Mail Handlers on the Tour by seniority.

Application for vacant weeks within the choice vacation period that exist will be acted upon in accordance with Article 10 of the National Agreement.

ALL LEAVE

It is understood by the parties that withdrawal and cancellation of leave (5 consecutive days or 4+ a holiday) during the approved choice and non choice period must be for the entire approved period and not for partial periods. Employees canceling annual leave that is in conjunction with a holiday will be available for holiday scheduling. An employee having approved annual leave of (4) days or more in conjunction with a holiday would not be deemed available for holiday scheduling.

Employees who are promoted to non-bargaining unit positions will have their prime time leave made available for selection by other mailhandlers.

Annual leave for four workdays or less during the choice vacation period.

Any choice vacation week which has less than sixteen percent (16%) of the assigned Mail Handlers by tour as of January 1 of each leave year, will be allowed incidental (daily) annual leave **at five percent (5%)** not to exceed sixteen percent (16%) on any calendar day in the choice vacation period.

Requests for incidental (daily) annual leave during the choice vacation period which are submitted more than **five (5)** days prior to the requested date, will be approved **at five percent (5%)** of the assigned Mail Handlers by tour as of January 1 of each leave year, as referenced above. Requests for incidental (daily) annual leave which are submitted within **five (5)** days or less prior to the requested date, will be approved/disapproved based on the merits of the request, and on operational needs at the supervisors discretion.

ITEM D THE DURATION OF THE CHOICE VACATION PERIOD.

Article 10.5.A of the National Agreement takes precedent over the current language, which states:

If, at the end of the local implementation period provided for in this Agreement, the local parties have not reached agreement on the length of the choice vacation period, the choice vacation period will be 23 consecutive weeks commencing on the last Saturday in April unless the local parties agree to another starting date. The 23 weeks shall include military leave and union leave for conventions and conferences. The method of selecting vacations shall be determined locally.

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

The beginning day of the employee's choice vacation period shall be the first day of the employee's basic workweek with the exception of Tour 1 employees whose choice vacation period will begin on Monday. Exceptions may be granted to a Mail Handler, provided it is also acceptable to the Branch President / Designee and the employer.

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

Employees may request two (2) selections during the choice vacation period in units of either five (5) or ten (10) working days, the total not to exceed the ten (10) or fifteen (15) days granted.

Employees may not request three (3) nonconsecutive five (5) day selections during the initial sign-up period.

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

Jury Duty and attendance at national and state Conventions shall **not** be charged to the choice vacation period. **Any more than (3) employees attending National or State Conventions shall be charged to the choice vacation period.** Upon receipt of attendance notice, the employee shall notify the employer.

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

When requested, eighteen percent (18%) of the assigned Mail Handlers by tour as of January 1 of each leave year will be granted leave in accordance with Item C of this memorandum. When applying the eighteen percent (18%) requirement, a fractional percentage shall create another employee off.

In the event that the craft complement increases or decreases by ten percent (10%) or more after January 1 of each leave year, the method of implementation shall be resolved during the next Labor/Management Meeting.

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

Allocation of vacation, in the choice vacation period shall be through the use of a sign-up chart, following the procedures below:

1. A notice shall be posted the first week in February of each calendar year, notifying all Mail Handler employees of the choice vacation period.
2. Sign-up for choice vacation period shall be by the use of a sign-up chart, by tour and seniority.
3. During the last week of February and the first two weeks of March, each leave year, one Union Representative, designated by the Branch President, shall be afforded reasonable time on the clock to go around to the Mail Handlers on his/her tour to have the employees make their initial and subsequent selections for the choice vacation period.

4. At the conclusion of the subsequent sign-up period, the Union Representative shall submit the signed vacation chart to the Plant Manager/Designee. After receipt of the choice vacation chart, a posting reflecting the weeks selected shall be posted within two (2) weeks, with a copy provided to the Union.

If a Mail handler leaves his/her bid job for any reason after the vacation chart has been posted, the Mail Handler will retain the posted vacation. Once an employee has signed the vacation chart, he/she shall make out a PS Form 3971 in duplicate, reflecting the approved dates and submit it to the Union Representative at that time.

All submitted PS 3971's will be returned to employees within two weeks of the end of the sign up initial and subsequent sign-up period. The signed and approved PS Form 3971 will serve as official notice to the employee.

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

The following dates reflecting the beginning of the new leave year will be posted annually on October 1st or first business day thereafter.

2007 PP-2 January 6, 2007-----January 4, 2008

2008 PP-2 January 5, 2008-----January 2, 2009

2009 PP-2 January 3, 2009-----January 1, 2010

2010 PP-2 January 2, 2010-----December 31, 2010

2011 PP-2 January 1, 2011-----January 13, 2012

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

On each calendar day in the non-choice period, weekly and daily leave requests will be authorized at a combined ten percent (10%) of the assigned Mail Handlers by tour as of January 1 of each leave year, in the following manner:

Annual Leave for five work days or more

Excluding December, annual leave in the non-choice period will be authorized up to the combined ten percent (10%) cap as is referenced above. Requests for leave in the non-choice periods shall be accepted up to six (6) months in advance prior to the start of the

leave requested, and such requests will be submitted in increments of five (5) days or more, not to exceed fifteen (15) consecutive work days. Exceptions may be submitted and acted upon only with concurrence by the Chief Steward/Designee and Management. All annual leave requests for the period in question will be acted upon on a first come, first serve basis. Leave requests over the above will be judged on their merits at the discretion of the supervisor and operational needs.

Annual leave for four work days or less

All annual leave requests submitted within sixty (60) days for the period in question will be accepted and acted upon on a first come, first serve basis. However, if more than one request is submitted on the same day for the same date, said leave will be acted upon based on seniority.

By agreement with the Supervisor/Designee and the Mail Handlers' Union, an employee who submits an application for annual leave in advance of sixty (60) days, may be accepted and acted upon based on the specific merits.

Excluding December, annual leave for four work days or less in the non-choice period, which are submitted more than **five (5)** days prior to the requested date, will be approved **at five percent (5%)** of the assigned Mail Handlers by tour as of January 1st of each leave year, as referenced above. Requests for incidental (daily) annual leave which are submitted within **five (5)** days or less prior to the requested date, will be approved/disapproved based on the merits of the request, and on operational needs at the supervisor's discretion.

In the event that the craft complement increases or decreases by ten percent (10%) or more after January 1, the method of implementation shall be resolved during the next Labor/Management Meeting.

APPROVAL / DISAPPROVAL

When approved or disapproved by the supervisor, the duplicate P.S. Form 3971 must be returned to the employee within three calendar days after submitting the request. If the employee does not receive the duplicate P.S. Form 3971 within three calendar days, he/she may approach Management and request the status of the P.S. Form 3971 and Management must act upon the request before the employees end of tour.

All requests for annual leave via P.S. Form 3971 will be triplicate. Upon receipt of the P.S. Form 3971, the supervisor will sign all three copies, with the third copy being returned to the employee at the time of the request, which will serve only as acknowledging receipt of the P.S. Form 3971.

Other Leave

All applications/policies will be consistent with Employee and Labor Relations Manual, Chapter 5, and Article X of the National Agreement.

**ITEM L WHETHER “OVERTIME DESIRED LISTS” IN ARTICLE 8
SHALL BE BY SECTION AND/OR TOUR.**

Employees on the “Overtime Desired” list from the previous quarter shall have their names automatically placed on the list for the next quarter, and their names shall remain on the list unless they provide the Employer with written notice of their desire to remove their names from the list.

Four weeks prior to the start of each quarter, Management will post the previous quarters OTDL selections with space provided for any Mailhandlers to record any desired changes.

After the sign-up period, no one shall be added to the Overtime Desired List (OTDL) except under the following condition:

- 1) Cases of verifiable hardship only with the approval of the Branch President/Designee and Plant Manager/Designee.
- 2) **When bidding to different facilities during a calendar quarter, mailhandlers will have the opportunity to sign the OTDLs within (10) ten days after assuming their new bid assignment.**
- 3) **When bidding to a different tour during a calendar quarter, mailhandlers will have the opportunity to sign the OTDLs within (10) ten days after assuming their new bid assignment.**
- 4) **When a mailhandler has been absent for the entire length of the posting they will have the opportunity to sign the OTDLs within (10) ten days after their return to work.**

Overtime will be scheduled to career full time Mail Handlers on the Overtime Desired List(s). The Overtime Desired List(s) shall be by Tour. The Overtime Desired List(s) shall be as described below:

- 1) Non-Scheduled days
- 2) Before Tour
- 3) After Tour

Employees will be available to work overtime at any building attached to the Middlesex Essex Plant.

The Before Tour List and After Tour List will be by Tour and any Building(s) attached. The parties agree that in the event either of these lists (Before Tour and After Tour) are exhausted in either building and additional employees are needed to work, management will revert to the Before Tour and After Tour List's of the other building and first to the same Tour, before offering overtime to Part Time Flexible and Casual Employees.

When an employee is called in by phone for overtime, ten minutes shall be given for a response in those cases where a message is left to a person, beeper # or answering machine.

Calling in of overtime shall not terminate with a “no answer” or a refusal.

Any steward can be utilized to validate Management's efforts to contact overtime candidates.

A Mail Handler shall be marked for only one opportunity per list on a given day.

A Mail Handler on a Change of Schedule (PS Form 3189) shall be bypassed and charged an opportunity, on Non-Service days.

Employees who are on a Change of Schedule shall be placed at the bottom of the Before and/or After Tour Overtime Desired List rotation.

Job change through bidding onto another tour:

- 1) If a Mail Handler brings fewer opportunities to the gaining tour, he/she shall be brought to par with the immediate junior Mail Handler on the Overtime Desired List with the least opportunities having the same Non-Service Days.
- 2) In the case of more total opportunities brought to the gaining tour, the Mail Handler shall be brought to par with the immediate senior Mail Handler on the Overtime Desired List with the most opportunities having the same Non-Service Days.

No change in opportunities is made for same tour bidding.

Non-service and before tour Overtime Make-up opportunities will be pre-scheduled at least a day in advance in person by management.

Any employee may remove their name from the Overtime Desired List(s) by notifying Management and the Union in writing to be effective the next service day.

If a mailhandler who is not on the OTDL is required to stay for overtime, he/she will be allowed a phone call home at the expense of the employer.

Light and limited duty employees are eligible to place their name on the Overtime Desired List(s) and can perform overtime within their medical restrictions, if applicable. The employee must furnish updated medical data from their physician(s) to Management, clearly stating the employee's medical restriction(s) and that the employee can work overtime, in order to be eligible for overtime. Should an employee from the Overtime Desired List go into a light or limited duty status during the quarter, the employee must furnish acceptable medical data to management in order to remain eligible to work overtime.

Management shall forward the union copies of any notice(s) placing mail handlers on light or limited duty including eligible duty assignments.

An employee on vacation leave shall be by-passed and marked for any opportunity during the leave period. An employee desiring to work on their N/S days may submit in writing to management their desire to do so before the beginning of their vacation leave period. Such employee shall be placed at the bottom of the N/S roster and called when their name is reached.

Management will make every effort to give employees at least one (1) hour advance notice when overtime is required.

Management shall apply the Daily OTDL(s) in compliance with Article 8.5D of the National Agreement.

Management will provide copies of the OTDLs to the union prior to the start of the new quarter.

The Overtime Desired List(s) shall be uniformly applied on all tours.

Holidays

Holiday schedules will be by tour.

MH Casuals will be listed on all holiday schedule postings. Casuals will be scheduled and required to work not less than 8hrs on each day of the holiday scheduling period where FTR mailhandlers are forced to work.

FTR mailhandlers scheduled to work on a holiday will be scheduled as close to their normal start time as possible.

Mailhandlers may volunteer to work off tour during a holiday scheduling period only when their name has not been reached (forced to work) for the tour where they are regularly scheduled.

Prior to granting leave (annual leave or LWOP); employees who were forced to work for the day will be given the opportunity to be released by seniority order.

ITEM M THE NUMBER OF LIGHT-DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT-DUTY ASSIGNMENT.

Management will make every effort to accommodate those employees who have made a proper request, in accordance with Article 13.2 of the National Agreement, for temporary or permanent light-duty assignments on the basis of work availability, commensurate with all medical restrictions.

In accordance with Article 13 of the National Agreement, Management will make every effort to accommodate employees' regular schedule on the basis of work availability, commensurate with all medical restrictions.

The Local Memorandum defines light-duty vs. limited-duty. Item M does not preclude limited-duty employees from temporary or permanent light-duty assignments.

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.

Light-duty assignments will be by tour. Consideration will be made to present assignments and non-service days. If determined by management that there are no light-duty assignments on the employees' tour, within his/her medical restrictions, management will consider reassignment to another tour in accordance with Article 13.4 of the National Agreement.

The parties are committed to working together to identify additional light duty assignments that do not adversely affect the regular workforce.

Limited-duty personnel have preference on assignments over light-duty personnel.

LIMITED-DUTY

Limited-duty is that duty provided to an employee who has physical limitations that have been identified by a qualified, treating physician and stem from an on-the-job injury. Such duty will be identified to accommodate the identified limitation and will not exceed such limitations.

LIGHT-DUTY

The definition of light-duty is the same as the definition of limited-duty except that light-duty is normally provided, when possible, as the result of limitations arising from off-the-job injuries/illnesses and must be requested in writing by the employee.

Light-duty assignments shall be supplemental to regular assignment and may include temporary assignments to vacant positions until such time as they have completed bidding procedures and assigned successful bidder.

Under no conditions shall light-duty assignments be created to circumvent regular assignments or in any way jeopardize them. Nothing in this article shall be construed to mean that employees on light-duty assignment have the right to displace or "bump" regularly assigned employees.

The light-duty assignment will be based upon physician's recommendation and availability of assignment.

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

The following duties, but not limited to these, at the Middlesex-Essex Processing & Distribution Center, North Reading, Ma. shall be reserved as light-duty assignments in the Mail Handler craft:

Rewrap
Damaged Mails
Hand Stamp
Mail Handler Watchman
Flip Flop
Culling Mail
Pallet breakdown
Stripping Letters
Surface Visibility Scanning
MTEL Placard Labeling/Color Coding
Printing Tray Labels (MH Oper)
Op 549 Clean-up (Level 4), Operations Equipment Setup (Level 4)

ITEM P THE IDENTIFICATION OF ASSIGNMENT COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION. EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.

Middlesex-Essex Processing & Distribution Center is defined as the Main Plant located at 76 Main St., North Reading, Ma, as well as any Annex within the installation.

When it is proper to reassign employees excess to the needs of the Postal Service, all excessing shall be as follows:

1. Tour

ITEM Q THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

The fourth space, in the first lane of parking, immediately parallel to the building of the employees' lot, shall be reserved for the Branch President of the Mail Handlers' Union. The Branch President shall provide a means of identification for his/her vehicle.

Four designated / marked parking spots will be reserved for the Mail Handlers' Union at the Plant, those spots being the first four in aisle A1 on the right hand side facing the facility. The Union shall provide a means of identification for authorized vehicles. All others, first come basis.

Due to the uncertainty of the plant construction layout for parking, the parties agree to the following:

It is agreed to provide equivalent designated union parking at or around the main entrance of the Plant however due to the ongoing construction the exact layout of the parking spaces reserved for the union will be determined upon completion of the plant construction. Once identified those spaces and the layout will be attached as an addendum to Item Q of this local agreement.

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 approved to attend Union activities prior to the granting of choice vacation period **shall not** be counted in the percentage provided for in Item H of the Memorandum.

ITEM S THOSE OTHER ITEMS, WHICH ARE SUBJECT TO LOCAL NEGOTIATION AS PROVIDED IN THE FOLLOWING ARTICLES.

I. Article 12, Section 3B5

A. A change in fifty percent (50%) or more of the actual duties performed will require the duty assignment to be re-posted.

B. A change in principal assignment area which require reporting to a different physical location, i.e., station, branch, facility annex, etc., except the incumbent shall have the option to accept the new assignment.

2. Article 12, Section 3C

Posting and bidding for preferred duty assignments shall be installation-wide.

3. Article 12, Section 3E3e

Order of movement of FTR Mail Handlers not covered by Article 12 shall be by inverse seniority, junior out, senior in. Employees working overtime assignments will be moved prior to moving regularly scheduled employees.

4. Article 12, Section 4

Refer to Item P of this Agreement.

5. Article 12, Section 6C4A

For the purpose of excessing or reassigning to the needs of a section within the installation, Tour 1,2 and 3 shall be considered separate sections.

7. Article 13, Section 3

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

**ITEM T LOCAL IMPLEMENTATION OF THIS AGREEMENT
RELATING TO SENIORITY, REASSIGNMENT AND POSTING.**

Vacancy and seniority lists will be posted at the Middlesex-Essex Processing & Distribution Center and subsequent buildings.

All vacant or newly established jobs will be posted for bid on an installation-wide basis in accordance with the National Agreement. Non-schedule days, hours of work and principal work areas (platform, workroom floor, **FSS Workroom Floor*** and/or subsequent buildings) will be included on each bid job. On the tenth (10th) day from the day of bid posting, the bids will be removed. The ten (10) day period may be extended by mutual agreement between the Branch President/Designee and the Plant Manager/Designee.

***The parties agree to meet upon completion of the scheduled expansion to the plant that will house the new FSS Machines and prior to the assignment of any mailhandlers to the new work area for the purposes of determining if the new area will be designated a separate Principal Assignment Area under Item T. The parties agree that any agreement made will be added as an addendum attached to this local agreement.**