

# Memorandum of Understanding

between

**United States Postal Service**

and

**Local 301, Branch 9  
Mail Handlers Union**

Boston

and

**National Postal  
Mail Handlers Union  
Division of the  
Laborer's International Union  
of North America, AFL-CIO**

**2002 -2006**

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## ARTICLE 8 HOURS OF WORK

- A. Overtime lists in the MailHandler Craft will be by tour and section. These sections are defined in Article 12 of this Local Memorandum of Understanding.
- B. Overtime desired lists from all sections shall be exhausted prior to voluntary or mandatory overtime. However, travel time between buildings will not exceed five (5) minutes.
- C. In the MailHandler Craft there will be two (2) overtime desired lists, one for daily overtime calls and one for non-scheduled days. However, it is agreed that the MailHandler desiring overtime work shall submit his/her name for daily overtime and/or non-scheduled day overtime at the employees option.
- Their option will be honored to the extent possible providing there are sufficient employees for the opportunity. If there are not sufficient employees from a list to fulfill an overtime requirement, then employees on the other list will be utilized before employees not on the either list.
- D. At the end of their regular tour of duty, MailHandlers remaining on overtime will receive a reasonable break. If MailHandlers are brought in on the front end for overtime, those MailHandlers will receive a reasonable break at the end of the overtime period.
- E. When calling mandatory overtime, Management will make an effort, when possible, to give a one (1) hour notice to all MailHandlers, Full-time and Part-time flexible.
- F. In all situations when extending overtime will result in the work day going beyond ten (10) hours for Full-time regular and Part-time flexible MailHandlers, Management will make an effort, when possible, to give a one (1) hour notice prior to the start of the eleventh (11) hour.
- G. Management will make an effort, when possible, to give a one (1) hour notice to all Part-time Regular MailHandlers when under extreme emergency situations their tour of duty is to be extended.
- H. Supervisors will grant reasonable wash-up time to those employees in the MailHandler who perform dirty work or work with toxic material.
- I. Management will provide the Branch President, MailHandler Union, at the end of each accounting period, with a detailed report, by pay location and operation number of all MailHandler overtime hours utilized in that accounting period by each and every pay location. This report will contain the total number

of MailHandler overtime hours worked and percentage (%) of overtime hours worked for that accounting period.

- J. Part-time Flexible MailHandlers when converted during a calendar quarter, will have the opportunity to sign the Overtime Desired List within two (2) weeks of their conversion and assignment to their full-time regular bid.
- K. A MailHandler who has been designated the successful bidder will have the opportunity to place their name on the Overtime Desired List(s) within ten (10) days of assuming his/her new bid.
- L. Full-time Regular MailHandlers, when bidding to different facilities during a calendar quarter, will have the opportunity to sign the Overtime Desired List within ten (10) days after assuming their new bid assignment. Additionally, Full-time Regular MailHandlers will have ten (10) days subsequent to the posting of the Overtime desired list to sign up for the supplemental Overtime Desired List.
- M. When an individual takes their name off the Overtime Desired List, they remain off for the remainder of the quarter.
- N. When an employee removes their name from the Overtime Desired List, said removal will not go into effect until that employee's following regular scheduled day.
- O. Management will provided the Chief Steward, or in the absence of a Chief Steward, the Local Steward, MailHandlers union, with copies of the Overtime Desired List, upon request of the Union but not more frequently than once a quarter.
- P. Duplicate copies of the Overtime Desired List form to be signed by both the employee and the supervisor.

## ARTICLE 10 LEAVE

### A. CHOICE PERIOD

1. The choice period will be 25 consecutive weeks commencing the first Saturday in May.
2. The number of MailHandlers from each section and tour allowed off on vacation during the choice period will be determined as follows:
  - a. Fifteen percent(15) of the on board complement of each section will be allowed off during the first week in July through the last full week in August. When computing the 15% to the number of employees allowed off, any fraction .10 or above will be carried over to the next full number, e.g. 2.1 and above would become three (3) employees.
  - b. In all other weeks of the choice period, Fourteen percent (14%) of the on board complement of each section will be allowed off. When computing the 14% to the number of employees allowed off, any fraction .10 or above will be carried to the next full number, e.g. 2.10 and above would become three (3) employees.

On board complement is defined as the number of MailHandlers in a section on March 15<sup>th</sup> of each year.
3. Employees may request one vacation during the choice period in units of either five (5), ten (10), or fifteen (15) working days.
4. MailHandlers vacation will start on the first day after the employees non-scheduled days. In the case of employees with split days off, their vacation will begin on the first day after their first non-scheduled day of the service week. Exceptions may be granted by agreement among the employees, the MailHandlers Union, and Management. Each request for an exception must be considered on its merits.
5. Management will post on the bulletin boards by February 15, each year a notice notifying employees that selections for the choice vacation period begin on March 15<sup>th</sup> and terminate April 15<sup>th</sup>.
6. The selection of vacations in the choice vacation period will be through the use of sign-up charts. Beginning March 15<sup>th</sup>, Management will circulate these charts among MailHandlers by seniority. Each MailHandler will make his/her selection of the available weeks in compliance with Number 3 above.
7. When a MailHandler is not available to make a vacation choice, and he/she has not notified Management of his/her request, Management and the union

Steward will make an attempt to reach the MailHandler. If unable to contact the MailHandler, Management will by-pass this employee and the chart will be advanced to the next senior employee.

8. Each MailHandler, when making a selection will complete a PS Form 3971, in triplicate confirming his/her choice vacation period. If an employee does not have sufficient annual to cover said vacation the employee must request LWOP. Management beyond the line supervisor will give every consideration to an employee's request for LWOP to fulfill an approved vacation.
9. If a MailHandler leaves a section for any reason after the vacation request has been approved, the MailHandler will retain the approved vacation. However, this does not create an open vacation week within the section he/she left. In addition, if any employee cancels an approved vacation, this will not create an open week(s) within that section.
10. If an employee fails to select an open vacation period when it is his/her turn for selection, the chart will continue to be circulated.
11. Any open vacation weeks in the choice period can be requested in increments of one (1) or more days, ten (10) days prior to the start of the vacant week. Said requests will be approved, based on seniority, eight (8) days prior to the start of that service week. Requests submitted subsequent to the ten (10) day cut-off period will be approved, based on the amount of leave available for the period in question, on a first submitted, first approved procedure. For purposes of this selection only, the service week will be defined as beginning on Tour 2 Saturday.
12. The vacation charts will be posted by May 1.
13. All requests for leave via PS Form 3971, will be in triplicate. Upon receipt of the PS Form 3971, the supervisor will sign all three (3) copies, with the third copy being returned to the employee at the time of the request, which will serve only as acknowledgment of receipt of the PS Form 3971.

## **B. NON-CHOICE PERIOD**

1. The non-choice period in the MailHandler craft will be from the first Saturday in January to the beginning of the choice period and from the day following the end of the choice period to December 10<sup>th</sup>.
2. Sixty (60) days prior to the non-choice vacation period, Management will post a notice on the bulletin boards notifying the MailHandlers that applications for vacations during the non-choice periods will be accepted during the next thirty

- (30) days. Requests for leave in the non-choice period will be submitted in increments of five (5), ten (10), or fifteen(15) working days.
3. Management will notify the MailHandlers of the award of a non-choice vacation by posting a vacation chart within fifteen (15) days of the closing dates on the bulletin boards.
  4. Ten percent (10) of the total on board complement in each section will be allowed off during the non-choice period. The total on board complement is defined as the number of employees in a section on the closing date for applications for the non-choice selection period. Vacations will be granted by seniority. When computing the 10% to the number of employees allowed off, any fraction .10 or above will be carried over to the next full number, e.g. 2.10 and above would become three (3) employees.
  5. During the week of Thanksgiving, 15% of the on board complement will be allowed off on annual leave.
  6. Any MailHandler who has in excess of 440 hours of annual leave at the end of his/her second non-choice selection sign up period and has not applied for, nor been approved leave in the non-choice period sufficient to bring his/her balance to 440 hours will be offered a choice of the available weeks in the non-choice period. Failure of a MailHandler who has in excess of 440 hours of annual leave to designate a choice of leave in the last non-choice period will result in leave being assigned by management. The assignment of this leave will be consistent with leave balance of the MailHandler. The assigned vacation will be posted on the vacation charts. If, for any reason, a MailHandler who has been assigned a non-choice vacation achieves a balance of 440 hours annual leave, or below, before the assigned vacation period, he/she may cancel the assigned non-choice period.
  7. If a MailHandler leaves a section for any reason after the vacation request has been approved, the MailHandler will retain the approved vacation. However, this does not create an open vacation week within the section he/she left. In addition, if any employee cancels an approved vacation, this will not create an open week(s) within the section he/she left.
  8. Any open vacation weeks in the non-choice period can be requested in increments of one(1) or more days, ten (10) days prior to the start of the vacant week. Said requests will be approved, based upon seniority, eight (8) days prior to the start of that service week. Requests submitted subsequent to the ten (10) day cut-off period will be approved, based on the amount of leave available for the period in question, on a first submitted, first approved procedure. For the purpose of this selection only, the service week will be defined as beginning on Tour 2 Saturday.

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## **ARTICLE 10 MISCELLANEOUS**

1. 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 selection. Military leave or Jury duty absences will not be included in the quota allowed off each week.
2. Attendance at the National or State Conventions during the choice vacation period will be charged to the choice vacation period with the provision that as minimum, Such employees will be granted not more that two (2) weeks - ten (10) days additional leave during the choice period.
3. It is understood by the parties that in no instances may an employee serving as a juror or as an elected delegate bump an employee from his/her properly assigned period.
4. With respect to employees called for Jury duty, it is incumbent upon the employee, immediately upon receipt of notice as to the period he/she has been called for such duty, to notify his/her immediate supervisor.

## **ARTICLE 12 REASSIGNMENTS**

Identification of a section for the purposes of MailHandler reassignments will be as follows: (These sections will also be used for bidding, overtime, holiday scheduling and vacation purposes).

### **A. OLD BUILDING**

1. Claims and Inquiry
2. First Floor
  - Section 1 - All operations except SPBS(pursuant to 5-14-98 memo)
  - Section 2 - Reserved
  - Section 3 - SPBS
3. Second Floor
  - Section 1 - Registry
  - Section 2 - All other operations on the second floor
4. All operations on the third floor
5. All operations on the fourth floor

## **B. NEW BUILDING**

1. First Floor
  - Section 1 - All operations east of the main aisle(water side), plus patio
  - Section 2 - All operations west of main aisle, inclusive of Automation Room
  - Section 3 - Jitney and all equipment operators Level 5
  - Section 4 - Sack Sorters
  - Section 5 - All mail processing machine operators
2. Second Floor
  - Section 1 - All operations north of column #15
  - Section 2 - All operations south of column #15 including all of the flat section and jitney operators
- C. Station and Branches including the Airport Mail Facility, IMC North, GMF Station, PMF, and M.T.E.C.(Mail Bag Depository) all assignments by tour.
- D. At the General Mail Facility, Management agrees to reasonable time to visit lockers and obtain outer clothing when moved from inside work to outside work in cold weather, vice versa from outside to inside.
- E. The addition of mechanization or whenever a decision is made to create a new facility, and/or section(operation) or move an existing section (operation) within an existing facility, the Union and Management will meet to discuss and negotiate or renegotiate the identification of section or sections involved. Said meeting will take place a minimum of thirty (30) days prior to any additions and/or changes which are or will be manned by MailHandlers.

## **F. NORTHWEST FACILITY**

1. Section 1 - Platform
2. Section 2 - 010 Area
3. Section 4 - Containerized operation and all other MailHandler operations

Level five jitney drivers will be assigned to Section #1 and Section #4 as determined by management. All other day to day operations will be governed by the National and Local Agreement. The following clarification is made part of this memorandum:

The MailHandlers Union recognizes the imperative function of moving mail on and off the second floor at Northwest, thus, the vertilift function can be staffed on an intermittent basis by MailHandlers from other sections. Such assignment shall

be under one (1) hour. Selection will be at Management's discretion.

## **ARTICLE 12 SENIORITY**

A. Normally, the employee will work the duty assignment for which the employee has been designated the successful bidder. For temporary reassignments not covered by Article 25, the movement of people outside the bid assignment area will be as follows:

1. Casuals
2. Employees from other crafts performing MailHandler work
3. Part-time flexible employees
4. Part time regular employees by juniority
5. Full-time MailHandlers working on overtime by juniority
6. Full-time MailHandlers not working overtime by juniority

B. Normally, Management will recognize the application of seniority in a daily assignment of employees from section to section except recognized stewards who will remain in their bid section during such reassignments. A steward on overtime will remain in the section if no other steward is available in that section. In other words, if the tour 3 steward in a section is remaining for overtime and the tour 1 steward in that section is present, then the tour 3 steward would be treated like any other employee.

## **ARTICLE 12 POSTING**

A. Bidding - All vacant or newly established MailHandler positions will be posted for bid on an Installation wide basis.

B. Length of Posting - Vacancies will be posted for a period of ten (10) days

C. Craft Bid Boxes: the MailHandler craft will be given separate bid boxes for craft bid sheets. These boxes will be affixed at the following locations:

1. Second Floor/New Building - Detail Office
2. Platform/New Building - Detail Office
3. Fourth Floor/Old Building - Column #4C5
4. Third Floor/Old Building - Attached to outside wall of Control Center
5. Second Floor/Old Building - Attached to outside wall of Control Center
6. First Floor/Old Building - Outside of Inspectors elevator wall

- D. Holiday schedule sign-up slips: Management at the GMF will provide holiday sign up slips in duplicate to be submitted to the immediate supervisor. Upon receipt of said slip, the supervisor shall sign both copies with the second being returned to the employee at the time of the request which shall serve only as acknowledgment of receipt of same.

### **ARTICLE 13**

#### **ASSIGNMENT OF ILL AND INJURED EMPLOYEES**

1. Ten light duty assignments will be reserved in the MailHandler Craft. The following areas will be considered in assigning light duty employees: BBM opening unit, culling operation, 010 area(damaged mail), automation area (damaged mail), head case and dis jug.
2. The Postmaster shall not be limited to the above assignments for MailHandlers if other temporary assignments seem necessary and proper to carry out the general policies and procedures of the National Agreement.
3. When work is not available in the temporary light duty MailHandler assignment and the employees are required to go home, a Union representative will be notified as soon as possible.

### **ARTICLE 20**

#### **Assignment of Employee Parking Spaces**

1. When parking becomes available within the Boston Post Office excess to the Postal Service needs, both parties agree to meet for the purposes of negotiating procedures to be used in the allocation of parking spaces in the craft.

### **ARTICLE 31**

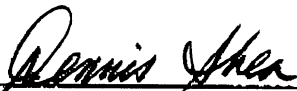
#### **GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS**

- A. When a determination has been made that an emergency situation such as fire, flood, extreme weather conditions, biological or terrorist threat or any situation exists which would prevent groups or employees from working or reporting to work, the Postmaster, the Plant Manager or their designee, shall consult with the Branch President, MailHandlers Union, or his designee, as soon as possible as to the action to be taken regarding those workers affected.
- B. The Branch President of Branch 9, Local 301 of the MailHandlers Union shall notify the Installation Head in writing and explain the Union's position in the matter.

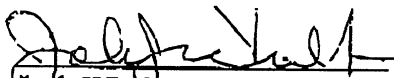
- C. Once notified of the dispute, the Installation Head, or his designee, must provide a listing of all employees who submitted 3971's for the specific absence due to the incident general in nature.
- D. Liaison to be maintained with the U.S. Weather Bureau and local authorities during adverse weather conditions so that proper evaluations may be made to the extent, intensity and duration, so that possible curtailment may be considered.
- E. While the advice of the local authorities may be solicited, the decision as to the curtailment of service or termination of the Postal Operations is the responsibility of the Postmaster.
- F. Local Management further recognizes its obligation to adhere to the regulations and intent for handling administrative leave as set forth in the Employee & Labor Relations Manual.

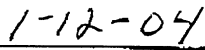
This Memorandum of Understanding is entered into at Boston between the representatives of the United States Postal Service and the designated agent of the National Post Office MailHandlers Division of the Laborers International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 2000-2006 National agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

**IN WITNESS WHEREOF:**

  
 \_\_\_\_\_  
 Dennis Shea  
 Manager Labor Relations  
 Boston District

  
 \_\_\_\_\_  
 Date:

  
 \_\_\_\_\_  
 Jack Whalen  
 Branch President  
 MailHandlers Union Local #301

  
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 Date: