



MEMORANDUM OF UNDERSTANDING
BETWEEN

UNITED STATES POSTAL SERVICE

ESSEX JUNCTION, VT

BURLINGTON P & DF

AND

NATIONAL POSTAL MAIL HANDLERS UNION

LOCAL 301

2000 NATIONAL AGREEMENT

Robert P. Losi, Local President

Thomas G. Hay, Branch President

Robert E. Garside, State Executive Board Member



MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is entered into on October 30, 2002 at the Burlington, P&DF located in Essex Jct. between the representative 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. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

Section 30.2

A. ADDITIONAL OR LONGER WASH-UP PERIODS.

The Installation Head shall grant five (5) minutes wash-up time to all employees prior to lunch break and a five (5) minute period prior to clock-out time. Additionally, management will insure that supervisors grant a reasonable amount of wash-up time for unusual circumstances when an employee is in contact with a substance, or material, which is detrimental to the handling of mail. The amount of wash-up time granted will vary with the circumstances in each individual case, and will be determined by the immediate supervisor upon notification by the affected employee.

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

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 or designee with consideration to the offered opinion of the union and local authorities and be administered as follows:

In the event a reduction in the number of employees caused by the curtailment or termination is necessary, the selection system shall be governed by inverse seniority with casuals, part-time flexible, part-time regulars and unassigned regulars released in the order.

To the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

In the event of an emergency in accordance with this item, management will consult with the Union Branch President, or highest ranking officer on duty, regarding issues related to the emergency. Management will provide the Union with copies of all SOPs (Standard Operating Procedures) for emergencies. Postal officials will consider the safety and health of employees including temperature, humidity, air movement, air quality and other factors that can affect the climate or working environment. Postal officials will make the safety and health of employees their prime concern.

C. FORMULATION OF LOCAL LEAVE PROGRAM.

1. All leave calculations will be based on the number of mail handlers on the rolls as of November 1st. Management will post a notice no later than January 10th advising employees that selections for the choice vacation period will begin no later than February 1st.
 2. Selection of choice vacation period (CVP) leave will be accomplished by a meeting between the employee(s) and a designated USPS representative on a person to person basis. Selections will be by seniority, and will be made at the time of the meeting. During the round of CVP selection meetings, the calendar of approved selections will be continuously updated, and will be available for viewing upon request.
 3. Employees who will not be available for a person to person meeting will be responsible for advising the USPS designee in #2 above in writing of their choice(s), prior to their absence. Each employee should submit alternate date(s) in the event their first choice(s) are not available.
 4. Employees who fail to indicate their choice vacation period request when their seniority is reached will forfeit the right to select at that time. Those by-passed senior employees will be allowed to re-enter the selection process at any time by contacting the USPS designee in #2 above, and shall be able to select only from any remaining open vacation periods at the time of re-entry.
- Items C5 through C21 apply through out the leave year; and thus, also apply to leave submitted for in Item K.
5. Any request for leave outside the round of applications identified in #2 above is incidental leave and will be honored per procedures for incidental leave in item K, as well as Item C5 through C21.
 6. Management may disapprove annual leave requests if the employee's annual leave balance is committed to previously approved leave.
 7. Leave must be canceled at least 30 days prior to its scheduled date. (Also see item C#21.)
 8. Full weeks of canceled leave shall be reposted if that specific period is max off and awarded to the senior bidder, subject to the following qualifications:
 - a) The leave is canceled in a timely manner per #7 above.
 - b) Any full weeks of annual leave must be canceled in full week increments. Partial weeks or single days may not be canceled if they are part of a full week already approved.
 - c) The first option on a week of canceled annual leave in the choice period goes to the person immediately junior who has a week or more of qualifying unbid leave available, according to the provisions in F. If still available, the canceled week shall then be reposted as a full week and awarded to the senior bidder as such.
 - d) If a mail handler cancels a full week of annual leave, they may not rebid any part of that same week more than 21 days prior to the start of that same week.

9. It is the understanding of Management and the Union that a leave week that includes a holiday shall constitute a complete week.

10. Employees promoted to non-bargaining unit positions will have their leave reposted for bid.

11. After the vacation schedule has been determined, mail handlers who move to a different tour shall retain their original vacation selections.

12. A full week of annual leave will count towards all seven days, with the exception provided for in #13 below.

13. For all weeks which have reached the percentage allowed off for full weeks of annual leave, management will allow up to four (4) days of daily leave if the percentage of the mail handler workforce allowed off is not reached for that day. When calculating allowed daily leave in #13, the NSDs of mail handlers with the full week off shall not count toward the percentage allowed off. Requests must be made within the time limits established herein, and are subject to the per tour percentages. Only one additional mail handler will be allowed off per day. Item C#13 will not apply to the time period from the first Monday after Thanksgiving through December 24th.

14. Starting on the first Monday in April, mail handlers shall be granted incidental annual leave, to include leave requests of less than one week, on a first come - first serve basis. In the event of a tie, seniority will prevail. The combined total of incidental leave and CVP selections is subject to the percentages in Item H.

15. If for any reason an annual leave request is disapproved, the reason for disapproval must be shown on the PS 3971 sufficient to explain to the employee the reason for the denial.

16. Annual leave not approved or disapproved by management within ninety-six (96) hours will automatically be granted, except in the case of a service week prior to a Monday holiday when annual leave not approved or disapproved by Management within one-hundred & twenty (120) hours will automatically be granted.

17. For purposes of determining maximum off per tour, all mail handlers within the installation will be assigned a tour as follows:

- a. Tour One, starting times from 20:00 to 03:59.
- b. Tour Two, starting times from 04:00 to 11:59.
- c. Tour Three, starting times from 12:00 to 19:59.

18. In addition to the percentages allowed off for the installation calculations in Item H and Item K, the following maximum off per tour will also apply, with all calculations rounded to the nearest whole number (ie, 0.5 or above will round up):

- a) during non-CVP, a maximum of twenty-two (22) percent of the mail handlers per tour will be allowed off;
- b) during CVP, for the eight (8) week period beginning on the third Monday in June, a maximum of twenty-five (25) percent of the mail handlers per tour will be allowed off;
- c) for the remainder of CVP, a maximum of twenty-five (25) percent of the mail handlers per tour will be allowed full weeks off, and a maximum of twenty-two (22) percent of the mail handlers per tour will be allowed less than a full week off.

19. Requests for annual leave of less than one (1) week may be requested no more than sixty (60) days in advance.

20. Management shall make every reasonable attempt to make provisions for special personal events.

21. Exceptions may be made in case of emergency, by mutual agreement among Management, Union, and the employee on a case by case basis.

D. THE DURATION OF THE CHOICE VACATION PERIOD.

The choice vacation period shall begin on the first Monday of May and continue for twenty-two (22) consecutive weeks.

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

The vacation period shall begin on Monday and end on Sunday, except for the eight day period from Christmas to New Year's Day, inclusive, which shall be considered a full week.

F. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

Employees selecting vacation during the choice vacation period will do so in accordance with Article 10 of the National Agreement.

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 or State conventions shall not be charged to the choice vacation selection or percentage.

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

1. A minimum of thirteen (13) percent of the Mail Handler workforce shall be allowed leave each week during the choice vacation period, with the exception of the period beginning on the third Monday in June and running eight (8) consecutive weeks when a minimum of fifteen (15) percent will be allowed leave each week. Per tour percentages in item C will apply. All calculations will be rounded to the nearest whole number (ie, 0.5 or above will round up).
2. If during the choice leave selection period, the number of mail handlers on any tour changes by more than twenty-five (25) percent, the Union and Management shall recalculate the maximum off per tour using the percentages cited above and not to supersede the provisions of Item C11.

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

Choice vacation Period requests granted during the round of selections shall be documented on 3971s. Approved 3971s shall be returned to the employees by Friday of the first full week of March.

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

The employer shall, no later than November 1st, post on the bulletin board and by other appropriate means the starting date of the leave year.

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

Leave program items C5 through C21 also apply to incidental leave in Item K.

1. Incidental leave requests for choice vacation period submitted starting the first Monday in March will be honored according to procedures in K.
2. Employees shall submit request(s) on Form 3971 in duplicate to the supervisor on duty who will note the date and time of the request. If a mail handler wishes to have a copy at the time of the request, then it must be submitted in triplicate. Applications must be submitted prior to Monday at 1700 hours before the requested week.
3. Only requests of full week increments, in all but the choice vacation periods, will be honored starting on the first Monday in November. Starting on the second Monday in November, all annual leave requests for other than CVP will be honored. Starting on the first Monday in March, requests will be honored for all remaining calendar dates subject to the provisions of this memorandum. This leave will be granted on a first-come, first-serve basis, by date. In the event of a tie, seniority will prevail.
4. During non-prime, with the exception of the period noted in #5 and #6 below, a minimum of eleven (11) percent of the mail handler work force shall be allowed leave. Per tour percentages in item C will apply. All calculations will be rounded to the nearest whole number (ie, 0.5 or above will round up).
5. Starting the first Monday after Thanksgiving through December 24th, a minimum of eight (8) percent of the mail handler workforce shall be granted annual leave, with a maximum of two (2) allowed off per tour.
6. For the period from Christmas Day through New Year's Day (inclusive), a minimum of fifteen (15) percent of the mail handler workforce shall be granted annual leave.

L. WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

Effective January 1, 2003 discrepancies from 1/1/03 - 2/15/03 will not be grieved for a monetary remedy, make-up will be given.

The OTDL for the mail handler craft shall be administered by Tour and will be governed by the following agreed upon rules:

1. The overtime desired list for Mail Handlers shall be comprised of three (3) parts as follows: Before Tour; After Tour; Non Scheduled Days. Each part will be maintained solely and mutually exclusive of one another in all matters.
2. Independent of one another, all parts of the list will be maintained by seniority in rotation, per 8.5 (c) of the National Agreement. Mail Handlers on C.O.S. will be passed over for overtime.
3. Management shall establish and use the following codes with regard to the use of the OTDL. No other codes will be used:
 - A. NA – no answer
 - B. EX – excused
 - C. M – message
 - D. R – refusal
 - E. NV – not available

4. An overtime opportunity for the purpose of this agreement will be; direct communication between a member of management and the OTDL Mail Handlers, answering machine or contact with a family member, which relates a need for overtime, and an offer of the same.

When an answering machine is reached, a message will be left stating the need for overtime and instructing the Mail Handler to call back within 30 minutes to a supervisor.

5. An employee on the OTDL shall be allowed 3 refusals. However, any employee on the overtime desired list who refuses to work overtime on three (3) occasions may be taken off the overtime desired list. Management will retain records to document personal and telephone contacts.
6. The list will be verified for accuracy by the SDO and the union official not less than once per week. The OTDL shall be made available to certified union representatives upon request, for grievance investigations and verifying the accuracy of the lists.

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

Management recognizes that the number of light duty assignments may vary during any specific time frame. Management must make every effort to provide 8 hours light duty work for light duty personnel.

There shall be a minimum of three (3) eight (8) hour light duty assignments, one (1) per tour.

No employee will be required to change shifts unless no light duty work is available on the shift they normally work.

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.

If at all possible, light duty assignments should not adversely affect a regular bid position. Tasks may be selected from normal Mail Handler duties to compose each eight (8) hour light duty assignment.

O.

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

The tasks which compose the eight (8) hour light duty assignments may include: damaged mail repair, culling belts operations, hand stamping, hanging sacks/pouches, labeling sacks/pouches, answering phones, computer entries (weighmaster, turnovers, Times), making and stocking placards and labels, inventories (MTE, equipment inventories) and limited empty equipment handling; as well as any mailhandler task within the medical restrictions of the employee.

P.

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

1. For the purpose of involuntary changes it is mutually agreed that each tour, including all stations and branches, shall be a section during the life of this Memorandum of Understanding. In the event of reassignments, the Plant Manager or his/her designee must inform the affected employee or employees of all their applicable rights under the reassignment article of the National Agreement. This practice is to be performed in the presence of the Branch President or his/her designee.

2. U.S. Postal Service management shall provide at least 45 days written notice to affected employees and the Union of a change in starting time(s) of one hour or more.

3. Tour starting times shall be pursuant to Item C#17.

Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

1. As currently practiced in unit offices.
2. Sufficient parking is available at the P&DF on a first-come first-serve basis, exclusive of assigned parking spaces.
3. Reasonable time will be allowed on the clock to move vehicles during the winter parking ban, at the discretion of the installation head, for employees working at units affected by such a ban.

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

Union Officials or their designees shall not be unreasonably denied annual leave or LWOP to attend union meetings. Such absences shall not be considered a part of the choice vacation plan.

S. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES: ARTICLE 12, SECTIONS .3B5; .3C; .3E3e; .4; .6C4a; .3.

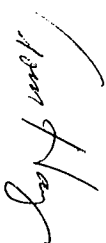
1. Regular Labor Management meetings between the Union and Management shall be held on a monthly basis, at a date and time mutually agreed upon by both parties. Management will be responsible for taking minutes. The Union will have the opportunity to concur on the minutes prior to them becoming official. The minutes will be provided in a timely fashion not to exceed 5 days after the meeting date. Emergency meetings will be held upon request. Meetings can be canceled or postponed upon mutual agreement.
2. For purposes of bidding, section shall be defined as the entire installation including all stations and branches.
3. Reference 12.6C4a: As defined in Item P.

T. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.

1. The Local Branch President of the NPMHU or his/her designee will be given an opportunity to review all vacant and newly established craft positions prior to any posting, reversion or abolishment.
2. Any change in the physical location of an operation, or addition of an operation, to be staffed by mail handlers will be the subject of negotiations to establish physical work area/conditions.



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