



MEMORANDUM OF UNDERSTANDING
BETWEEN

THE UNITED STATES POSTAL SERVICE
SPRINGFIELD, MA L + DC
PRIORITY MAIL PROCESSING CENTER
AND

THE NATIONAL POSTAL MAIL HANDLERS UNION
LOCAL 301
NOVEMBER 21, 1998
THROUGH
NOVEMBER 20, 2000
NATIONAL AGREEMENT



LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN THE USPS AND THE NATIONAL
POSTAL MAIL HANDLERS UNION, LOCAL 301

SPRINGFIELD, MA PM/PC

ITEM A

ADDITIONAL OR LONGER WASH-UP PERIODS.

When an employee is assigned to perform dirty work or work with toxic materials, management shall grant a reasonable wash up period, with the time allowed to be determined by management on a daily basis. Wash up periods shall be granted before lunch and before the end of the tour.

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.

1. 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.
2. When making the decision to curtail postal operations the installation head shall consider the safety and health of the employees.
3. When the decision has been reached to curtail postal operations, to the extent possible, management shall notify and seek the cooperation of local radio and television stations to inform employees. This notification to the employees shall be done at the earliest possible time.
4. The union shall be provided with copies of all SOPs (Standard Operating Procedures) regarding the handling of emergency conditions including bomb threats.
5. The Mail Handler Union Branch President, or his/her designee, shall be notified in the event of an emergency condition. Upon request, management shall meet with the Branch President, or his/her designee, as soon as possible.
6. Requests for leave shall be handled per ELM 519.

ITEM C

FORMULATION OF LOCAL LEAVE PROGRAM.

1. Choice Vacation selection charts shall be maintained in the MDO's office, or other designated area, as agreed upon between management and the union. One chart shall be maintained for Mail Handlers on Tour 2. One chart shall be maintained for combined Mail Handlers on Tour 3 and Tour 1. The charts shall be made available to employees on the second Saturday in January and removed twenty-one (21) days later. Vacations shall be granted on a seniority basis.
2. When an employee cancels his/her vacation, in part or whole, seven (7) days notice shall be provided to management. Exceptions shall be granted on an individual basis.
3. Military leave taken during the Choice Vacation period shall not be charged to the Choice Vacation period. Mail Handlers on military leave shall be granted another period, provided that no other Mail Handler is deprived of his/her first choice.
4. After the initial sign-up period is completed and vacant weeks still exist, requests for any vacant weeks shall be handled according to Article 10.5C of the National Agreement.
5. A Mail Handler transferring from Tour 2, to Tour 3 or Tour 1, or vice versa, shall be granted his/her vacation period as previously granted on the tour from which said Mail Handler transferred.
6. Copies of all approved vacation schedules shall be sent to the Mail Handler Union Branch President or his/her designee.
7. Any approved vacation period that becomes open due to cancellations shall be granted to the next senior employee in that section upon his/her request, provided the employee has sufficient leave.
8. Exclusive of the Choice Vacation period, management in each section, as defined in Item C #1, shall grant at least five percent (5%) of the total number of employees in each section annual leave, consistent with Item K. Management will consider individual requests for annual leave above the five percent (5%) on a case by case basis.
9. Consistent with the needs of the Postal Service, union members shall not be denied annual leave to attend union meetings and/or other union functions.

ITEM D

THE DURATION OF THE CHOICE VACATION PERIOD.

1. The Choice Vacation period shall be from the third Saturday in May to the second Friday in September.
2. The Springfield school vacation weeks in February and April shall be included in the Choice Vacation period.
3. The period beginning December 26th through January 1st shall be included in the Choice Vacation period.
4. The week during which Thanksgiving falls shall be included in the Choice Vacation period.

ITEM E

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

An employee's vacation period shall start on Saturday. Exceptions shall be granted by agreement between management and the union.

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, Mail Handlers who earn thirteen (13) days of annual leave per year shall be granted up to ten (10) days of continuous annual leave during the Choice Vacation period. The employee, at his/her option, may take ten (10) days consecutively or in two separate selections of five (5) days each.
2. Consistent with Article 10 of the National Agreement, Mail Handlers who earn twenty (20) or twenty-six (26) days of annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the Choice Vacation period. The employee, at his/her option, may take fifteen (15) days consecutively or in two (2) separate selections, one of five (5) days and one of ten (10) days, or in two (2) separate selections of five (5) days each.

ITEM G

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

1. Jury Duty for all Mail Handlers shall not be charged to the Choice Vacation period.
2. Attendance at national union conventions for a maximum of three (3) delegates shall not be charged to the Choice Vacation period. Attendance at state and local union conventions shall not be charged to the Choice Vacation period.

ITEM H

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

1. The percentage of Mail Handlers who shall receive leave each week during the Choice Vacation period shall be thirteen percent (13%).
2. Any fraction of 0.50 or more will be rounded to the next higher whole number. Any fraction less than 0.50 will be rounded to the next lower whole number.

ITEM I

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

1. Management shall make every effort to post approved vacation lists on the appropriate bulletin board and in the order books within two (2) weeks after the closing date of application.
2. Prior to posting approved vacation lists, the employer shall provide copies of the approved vacation lists to the Mail Handler Union Branch President or his/her designee.
3. The employer shall update the posted vacation lists on a monthly basis, as changes are made, and provide copies to the Mail Handler Union Branch President or his/her designee.

ITEM J

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

Notification of the new leave year shall be posted in all order books by October 1st of each year. The notice will include a reminder of the need to use any annual leave in excess of 440 hours, or it will be forfeited if not used prior to the new leave year.

ITEM K

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

1. Requests for incidental annual leave for periods less than thirty-two (32) hours must be submitted by Tuesday of the week before annual leave is desired. Employees by seniority must be advised if the leave has been approved or disapproved not later than Wednesday of the week before the annual leave is desired. This shall not bar requests for individual days or parts thereof from being submitted for approval on a day-to-day basis. When more than one (1) application is received for the same period, seniority shall be the governing factor.
2. Requests for annual leave for a minimum of thirty-two (32) hours, for periods other than the Choice Vacation period, may be submitted at least forty-five (45) days prior to the date the annual leave is to begin. Employees shall be advised if the leave has been approved or disapproved not later than the Wednesday following submission of the request. Whenever more than one (1) application is received for the same period, seniority shall be the governing factor.
3. When there is an early release on any given day, seniority by tour will be the governing factor only after all previously denied requests are solicited in accordance with Item K #1.
4. All requests for annual leave shall be granted prior to granting requests for LWOP (leave without pay) and requests for COS (change of schedule) unless otherwise agreed to by the Branch President, or his/her designee, and management, on a case by case basis.
5. Management shall make every effort to notify employees within the required time limits specified in Item K #1. Repeated failure to do so shall be just cause for discussion at Local Labor/Management meetings.

ITEM L

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

Overtime Desired lists (OTDLs) in the Mail Handler craft shall be by tour. A separate rotation will be maintained for each type of overtime: before tour, after tour, and non-scheduled days. Mail Handlers shall be allowed to sign up for one (1), two (2), or all three (3) options.

ITEM M

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

1. 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 the union shall review all pertinent data pertaining to the individual case and make a decision on a suitable light duty assignment.
2. No Mail Handler will be assigned to light duty in a job where it would displace a Mail Handler on his regular bid assignment. Exceptions may be granted when both the employer and the union agree.
3. Mail Handlers, whose requests for light duty are approved, shall be assigned to operations where work exists within their physical limitations. First consideration shall be given to modifying these employees' regular work assignments. Light duty assignments for Mail Handlers shall not be to the detriment of regularly scheduled Mail Handlers.
4. When a Mail Handler is given a light duty assignment, his/her limitations shall be made known to the appropriate supervisor.
5. Management in the PMPC shall make reasonable accommodations for Mail Handlers who require permanent light duty assignments. Management and the union shall discuss light duty assignments on a case by case basis.
6. Any further discussion of the Light Duty program shall be held during Local Labor/Management meetings.

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.

No employee on light duty from another craft will work to the detriment of the regular work force.

ITEM O

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

1. Hanging empty sacks on sack racks
2. Empty equipment sack segregation
3. Rewrap
4. Attaching placards

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.

For the purpose of applying Article 12 of the National Agreement, the entire installation shall be considered a section on each tour.

ITEM Q

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

1. Parking will be on a first-come first-served basis.
2. The parking space closest to the entrance to the PMPC, along the fence north of the facility, shall be designated for the Mail Handler Union Branch President or his/her designee.
3. The Mail Handler craft shall be provided parking spaces as long as parking spaces are provided for other employees.
4. Any change in 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 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 the Choice Vacation schedule will not be charged to the Choice Vacation period for elected local delegates.

ITEM S

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES:

ARTICLE 12, SECTION .3B5

As defined in Article 12, Section .3B7 of the National Agreement.

ARTICLE 12, SECTION .3C

Bids for all craft assignments shall be posted on all official bulletin boards and in all order books. Copies of the notice shall be given to the Mail Handler Union Branch President or his/her designee.

ARTICLE 12, SECTION .3E3e

ORDER OF MOVEMENT FOR ASSIGNMENT OUTSIDE THE BID ASSIGNMENT

1. Casual employees
2. Employees from other crafts
3. Part Time Flexible Mail Handlers
4. Part Time Regular Mail Handlers
5. Regular Mail Handlers from other areas
6. Change of schedule from other tours
7. Unassigned Full Time Regular Mail Handlers
8. Change of schedule from same tour
9. Full Time Regular Mail Handlers with bid working overtime, Full Time Regular Mail Handlers with bid working holiday by juniority (whether designated holiday or holiday, voluntary or mandatory)
10. Full Time Regular Mail Handlers with bid, working regular schedule, by juniority

Reassignment back into bid assignment shall be by seniority among Full Time Regulars with bid in area.

The senior Mail Handler who volunteers to work a vacant assignment other than his/her own, within the work area, within his/her own pay level, will be afforded that opportunity.

ARTICLE 12, SECTION .4

Except as defined in Item P, for bid purposes, bids will be defined as follows:

1. Originating ~~Primary~~
2. ~~Originating Secondary~~
3. Destinating

ARTICLE 12, SECTION .6C4a As defined in Item P.

ARTICLE 13, SECTION .3 As defined in Items M, N, and O.

ITEM T

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

1. All newly established duty assignments shall be posted within ten (10) days of their creation.
2. The Mail Handler Union Branch President or other designated union representative shall be notified and given an opportunity to review all vacant and newly established craft positions prior to posting.
3. When considering job reversions, management shall notify the Mail Handler Union Branch President or his designee, and provide the reasons for the reversion. Upon request, the installation head shall meet with the Mail Handler Union Branch President, or his/her designee, to discuss any reversions.
4. Management shall notify Mail Handlers on leave of any vacancies upon request.
5. An updated seniority list must be provided to the Mail Handler Union Branch President or his/her designee on a monthly basis, unless there is no change.
6. Pertinent policy postings shall be cc: Mail Handler Union.

MEMORANDUM OF UNDERSTANDING
ANNUAL LEAVE IN CONJUNCTION WITH A HOLIDAY

Any Mail Handler who has eight (8) hours of pre-approved annual leave on his/her scheduled day before a holiday schedule, and eight (8) hours of pre-approved annual leave on his/her scheduled day following a holiday schedule, will not be required to work on the holiday schedule. However, during the holiday scheduling period, the Mail Handler may, at his/her option, volunteer to work any part of the holiday schedule.

MEMORANDUM OF UNDERSTANDING
SCHEDULING OF OVERTIME

In administering the scheduling of overtime, the sequence shall be:

- a) Those on the appropriate OTDL (before-tour, non-scheduled day, after-tour) by tour and seniority on a rotating basis.
- b) Involuntary scheduling of those not on the appropriate OTDL by tour and facility by inverse seniority, on a rotating basis.

MEMORANDUM OF UNDERSTANDING
OVERTIME DESIRED LISTS ON A DIFFERENT TOUR

A Mail Handler who has been designated the successful bidder on a different tour shall have the opportunity to place his/her name on that tour's OTDLs. The employee shall not be entitled to overtime opportunities which occurred prior to his/her name being placed on the list. This does not apply if an employee bids off a tour and then returns in the same quarter and his/her name was not on that list for that tour originally. Exceptions to this restriction will be made by mutual agreement between the union and management.

MEMORANDUM OF UNDERSTANDING
OTDL ROTATION: COS ON SAME TOUR

A Mail Handler on a change of schedule, remaining on his/her own tour, will retain his/her position in the Overtime Desired List (OTDL) rotation.

MEMORANDUM OF UNDERSTANDING
OTDL ROTATION: COS TO ANOTHER TOUR

A Mail Handler on a change of schedule to another tour may change to that tour's OTDLs, with his/her name being placed at the bottom of the lists.

MEMORANDUM OF UNDERSTANDING
OVERTIME ASSIGNMENTS

Those Mail Handlers scheduled for overtime shall be assigned to their bid assignments if work is available. This will not be to the detriment of those Mail Handlers working their bid assignments on their regularly scheduled days.

MEMORANDUM OF UNDERSTANDING
EXCUSE FROM OVERTIME

After being scheduled by management for overtime, a Mail Handler on an OTDL, who is then excused, shall be considered to have received his/her overtime opportunity.

MEMORANDUM OF UNDERSTANDING
FAILURE TO WORK SCHEDULED OVERTIME

In cases where Mail Handlers fail to work the overtime as scheduled and have not been excused, the union, management, and the employee shall consider the option of the employee removing his/her name from the OTDL.

MEMORANDUM OF UNDERSTANDING
AFTER-TOUR OVERTIME NOTIFICATION

Except during emergency situations of a non-recurring nature, management shall make every effort to notify Mail Handlers of overtime at least two (2) hours prior to the end of tour if there is a need for overtime at the end of the tour.

MEMORANDUM OF UNDERSTANDING
PROVISION OF OTDLs TO UNION

Copies of each quarterly OTDL shall be provided to the Mail Handler Union Branch President or his/her designee.

MEMORANDUM OF UNDERSTANDING
DAILY OVERTIME AUTHORIZATION

Daily overtime authorization sheets shall be provided to the Mail Handler Union on a daily basis.

MEMORANDUM OF UNDERSTANDING
OVERTIME NOTIFICATION BY TELEPHONE

When it is necessary to notify Mail Handlers by telephone of overtime opportunities, two (2) attempts will be made and the time of each attempt will be noted on the overtime call sheet. At least thirty (30) minutes will be allowed between the two (2) attempts. When the overtime is limited to a specific number of Mail Handlers, a Mail Handler will be by-passed if unable to be reached upon the second attempt.

MEMORANDUM OF UNDERSTANDING
REQUEST FOR REMOVAL FROM OTDL

A Mail Handler may request that his/her name be removed from the OTDL at any time during the quarter. However, management does not have to immediately honor the request if the employee has been pre-scheduled for overtime at the time the request is made.

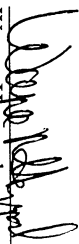
MEMORANDUM OF UNDERSTANDING
DEFINITION OF TOURS

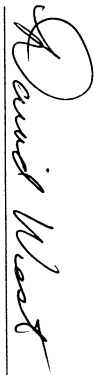
Tours shall be defined as follows:

Tour 1: ~~2200-0659~~ 2000 - 0259
Tour 2: ~~0600-1359~~ 0500 - 1259
Tour 3: ~~1400-2159~~ 1200 - 1959

MEMORANDUM OF UNDERSTANDING
HIGHER LEVEL VACANCIES

For the purpose of higher level vacancies, the facility shall be divided into two (2) work areas: Originating and Destinating. Higher level vacancies will be offered by seniority to qualified Mail Handlers holding bids in the work area in which the vacancy exists. If not filled, then the higher level vacancy shall be offered by seniority to qualified Mail Handlers assigned to the work area. If not filled, then the higher level vacancy shall be offered by seniority to qualified Mail Handlers in the installation.


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