



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE

AND

NATIONAL POSTAL MAIL HANDLER'S UNION

NORTHERN HASP FACILITY

WESTBORO, MA

1994 NATIONAL AGREEMENT



**MEMORANDUM OF UNDERSTANDING
NORTHERN HASP FACILITY
WESTBORO MA 01581-3349**

This MEMORANDUM OF UNDERSTANDING, entered into on October 31, 1996, at the Northern Hasp Facility, between the representative of the U.S. Postal Service, and the designated agent of the National Postal Mailhandler Union of North America, AFL-CIO, pursuant to the Local Implementation Provision of the 1994 National Agreement. This MEMORANDUM OF UNDERSTANDING constitutes the entire agreement on matters relating to local conditions of employment.

A Additional or longer wash-up periods.

Wash-up time shall be five minutes before lunch and five minutes before end of tour. Additional wash-up time shall be considered by management on a case by case basis.

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. Advice of any local, state, and federal authorities, which is received by management as well as weather forecast authorities shall be considered before a final determination is to be made by the installation head or designee as possible cause for curtailment/termination to allow employees to leave early in advance of an emergency, or remain at home instead of reporting to work. The extent, intensity, and duration shall also be considered.
2. If local geographical conditions warrant closing of businesses and other local industry, of which management is aware, than it will be taken into consideration prior to the determination of curtailment/termination of operations.
3. Management shall post on bulletin boards the local media outlets which have information regarding curtailment/termination of operations. A management official, if available, will take calls into the facility concerning curtailment/termination. In addition, management is investigating the installation of a message machine or voice mail system.
4. In case of a bomb threat, management will notify the union as to what action is to be taken or has been taken, depending on the circumstances.

C Formulation of local leave program.

1. Notification must be posted on bulletin boards by the last day in February stating the dates of choice vacation periods, the number of employees to be allowed off each week, the amount of leave the employees will be allowed to take, and the guidelines for choosing same.
2. When the employee submits PS Form 3971 for leave, the employee shall be given a copy of the PS Form 3971 within 72 hours, when possible, which shall serve as notification as to whether the leave is approved or disapproved.
3. All prime-time vacation weeks shall be awarded to the senior requesting mailhandler on an installation wide basis.

4. Management must post and maintain a current updated vacation schedule that shall serve as notification to employees of any:

- (a) vacant vacation week(s)
- (b) relinquished vacation week(s)
5. Any approved vacation week(s) relinquished shall be offered, by seniority, to the next employee who was denied that selection. This shall apply to the first residual vacancy only.
6. Any mailhandler who has been granted a vacation period and who is subsequently required to fulfill military commitments shall be granted choice(s) from the remaining vacant weeks.

7. During prime time, and including the month of December, management may grant fifteen (15) percent of the total number of scheduled employees leave consistent with the needs of the service and the needs of the employee.

D. The duration of the choice vacation period.

1. The choice vacation period will be from the first Saturday in April each year through the first full week in November each year.
2. The choice vacation period shall include Thanksgiving week and the week between Christmas and the New Year holiday.

E. The determination of the beginning day of the employee's vacation period.

The vacation period shall start on Saturday. Exceptions may be granted on a case by case basis.

F. Whether employees at their option may request two selections during the choice period, in units of either 5 or 10 days.

Employees shall have the option to be granted two (2) selections in the choice period in accordance with Article 10.3D of the National Agreement.

G. Whether jury duty and attendance at National and State Conventions shall be charged to the choice vacation period.

1. Attendance at National or State Conventions shall not be charged to the choice vacation period.
2. One employee shall be allowed to attend National or State Conventions and more employees may be allowed if service needs permit.
3. Leave required to fulfill jury duty or military duty shall not be charged against the choice period. However, if vacant weeks exist, in accordance with Article 10.5C1 of the National Agreement, the absence shall be charged to the choice vacation period.

H. Determination of the maximum percentage of employees who shall receive leave each week during the choice vacation period.

1. Up to 15% of career mailhandlers shall receive annual leave each week from the beginning of the choice period until the end of the third full week in November each year including the week between Christmas and the New Year holiday.
2. Up to 18% of career mailhandlers shall receive annual leave for the Thanksgiving week and Independence Day week. The Independence Day week shall be determined by agreement by management and the union prior to the start of the vacation selection process.

3. Incidental annual leave for the day before or the day after a holiday shall not be submitted by a mailhandler more than thirty (30) days before the applicable holiday. Approval for such leave shall be on a first come first served basis. If multiple requests are received on the same day then seniority shall prevail in determining approval.

I. The issuance of official notices to each employee of the vacation schedule approved for each employee.

Official notices shall be given in the form of PS Form 3971 returned by the employer after the posting of the approved vacation schedule.

J. Determination of the date and means of notifying employees of the beginning of the new leave year.

1. The employer shall, no later than November 1, publicize on official bulletin boards the beginning date of the new leave year which shall begin with the first day of the first full pay period of each calendar year.
2. A copy of such notice shall be provided to the NPMVHU representative.

K. The procedure for submission of applications for annual leave during other than the choice vacation period.

1. Incidental leave shall be submitted personally on PS Form 3971 in triplicate to the employee's supervisor who shall return a copy indicating receipt.
2. All leave requests (PS Form 3971) submitted no sooner than seven (7) days prior to the date requested normally will be either approved or disapproved by management within 72 hours. Requests shall be approved by seniority on a day to day basis.
3. Requests for incidental leave shall not be denied solely on the basis of non-choice period or because the request was not submitted twenty-four (24) hours prior to the leave request time/date.
4. Incidental annual leave for the day before or day after a holiday shall not be submitted by a mailhandler more than thirty (30) days before the applicable holiday. Approval for such leave shall be on a first come first served basis. If multiple requests are received for the same day on the same day then seniority shall prevail in determining approval.
5. Incidental leave request for individual days or parts thereof shall be approved on a day to day basis consistent with the needs of the service and the needs of the employee.

L. Whether "Overtime Desired" lists in Article 3 shall be by section and/or tour.
1. The employer and the union agree that the Overtime Desired list shall be by tour as defined below:

- (a) Tour 1
- (b) In the event that additional start times are created, management must confer with the NPMHU representative at the local level to determine if the new or adjusted start time(s) shall be added to an existing tour or as a separate tour.
- 2. Management shall advise a union representative as to the number and categories of mailhandlers needed when overtime arises.
- 3. There shall be two: (2) separate notations: (a) daily (b) nonscheduled days.
- 4. Daily overtime will be called based on availability dependent on start and end time.

M. The number of light duty assignments to be reserved for temporary or permanent light duty assignment.

- 1. There shall be no fixed number of light duty assignments. There is no intent between the parties to assume that the number of assignments will be zero (0).
- 2. Management shall consult with the union concerning each request for light duty.

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.

- 1. Light duty assignments will be those duty assignments that most fit the restrictions of the affected employee as prescribed by a medical doctor or licensed chiropractor. These duties will be consistent with the needs of the Postal Service within the installation.
- 2. When necessary, management and the union shall meet to discuss adjustments in normal assignment, to convert them to light duty assignments without seriously affecting the production of the assignment.

O. The identification of assignments that are to be considered light duty.

- 1. The following duties at the Northern Hesp shall be considered light duty assignments in the mailhandler craft, but not limited to such assignments:
 - a) Letters
 - b) Express
 - c) Making copies
 - d) Replacing placards
- 2. In the case of future expansion management shall meet to discuss additional assignments that may be adjusted, to convert them to light duty assignments without seriously affecting the production of the assignment.
- 3. If a request for light duty is denied, the union will be notified as soon as practicable.

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.
1. The identification of assignments comprising a section for the purpose of mailhandler reassignment shall be as follows:

Tour
2000-2030
2150-0001
0200
0300-0330

2. If the starting times of existing positions are changed, or new job slots are created with start times that differ from those listed above, then management and the mailhandler union representative at the local level will meet to identify the appropriate tour that these positions will be assigned for the purpose of excessing within the facility.

Q. The assignment of employee parking spaces.
All available parking will be on a first-come first served basis.

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 choice vacation plan.

A minimum of one (1) union official shall be allowed annual leave to attend union activities requested prior to the determination of the choice vacation schedule and will not be part of the choice vacation plan. Any additional union activity time requested prior to the choice vacation schedule will be part of the choice vacation plan.

S. Those other items which are subject to local negotiations as provided in the following Articles:

- Article 12, Section 3B
- Article 12, Section 3C
- Article 12, Section 3E3e
- Article 12, Section 4
- Article 12, Section 6C4a
- Article 12, Section 3

1. Article 12, Section .3B5
Refer to Article 12, Section .3B7
2. Article 12, Section 3C
Bids for craft duty assignments shall be on an installation -wide basis. A copy of the notice shall be given to a NPMHU representative at the local level.
 - (a) Selection for preferred duty assignments by seniority shall be done upon clocking in. Any employee not wishing to make a selection shall be assigned by the supervisor.
 - (b) Upon a shift change, if a mailhandler desires a new assignment then he/she shall inform a supervisor or sign the appropriate space and the supervisor shall allow the move, by seniority, when the assignment is available.
3. Article 12, Section .3E3e
 - (a) For the purpose of Article 12, Section .3E3e, a duty assignment shall be that assignment that the employee chose or was assigned in item S24(a), S2(b).
 - (b) The order of movement of full-time regular mailhandlers shall be:
 1. Change of schedule-outside normal hours
 2. Full-time mailhandlers working overtime by juniority
 3. Full-time mailhandlers from other assignments-normal hours by juniority
 4. Full-time mailhandlers-normal hours by juniority
4. Article 12, Section .4
Jobs within an area shall include:
 - Letters
 - Priority
 - Flats
 - Pouches
 - Mid-Atlantic
 - Platform
 - All other operations
5. Article 12, Section 6C4a
Refer to item P(1)
6. Article 13, Section .3
Refer to items M,N,O

T Local implementation of this Agreement relating to seniority, reassignments, and posting.

1. The OTDL rotation shall be available for inspection by the union upon request.
2. Five days before a bid is posted, a mailhandler representative shall be given a copy to review. The mailhandler representative shall meet with the manager or his designee to review the bid. The bid shall be initiated by both parties prior to posting.
3. The union upon request, shall be provided a copy of bid results at least five (5) days prior to it being posted.
4. In the event that future expansion extends the working days and/or hours then management must meet with the NPMHU representative at the local level to discuss expansion concerning non-scheduled days.
5. Part-time flexible employees shall be shown, when possible, seniority for the purpose of assignments.
6. As soon as administratively possible, management shall provide the union copies of all overtime desired list(s), normally no later than two (2) working days after the beginning of each quarter.

This MEMORANDUM OF UNDERSTANDING is entered into on November 13, 1996 at the Northern HASP Facility between the representatives of the United States Postal Service and the agent of the National Postal Mailhandler Union of North America pursuant to the local implementation provisions of the 1994-1998 National Agreement.

For the United States Postal Service

For the NPMHU