



MEMORANDUM OF UNDERSTANDING
BETWEEN

UNITED STATES POSTAL SERVICE
WHITE RIVER JUNCTION, VERMONT
AND

NATIONAL POSTAL MAIL HANDLER'S UNION
1998 NATIONAL AGREEMENT

John F. Hegarty, President
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MEMORANDUM OF UNDERSTANDING

NEGOTIATED BETWEEN REPRESENTATIVES OF THE UNITED STATES POSTAL
SERVICE OF WHITE RIVER JUNCTION, VERMONT, AND REPRESENTATIVES OF THE
NATIONAL POSTAL MAIL HANDLER'S UNION - A DIVISION OF THE LABORER'S
INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, LOCAL #301, ON MAY 19,
1999.

MEMORANDUM OF UNDERSTANDING
NATIONAL POSTAL MAIL HANDLER UNION/LUNA

(A) 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) CURTAILMENT OF POSTAL OPERATIONS

Guidelines for curtailment or termination of postal operations to conform to directives of local authorities, or as local conditions warrant because of emergency conditions shall consist of 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 flexibles, part-time regulars and unassigned regulars released in this order.

In localized unforeseen long term emergency circumstances where curtailment of part or all of the operational activities of the facility are necessitated, the P & DC Plant Manager/Postmaster or his/her designee will consult with the AVP, National Postal Mail Handler's Union, or his/her designee as soon as possible as to the action to be taken regarding those workers affected. The decision will be made as how best to notify those workers affected. The decision as to the curtailment of service or termination of postal operations is the responsibility of the P & DC Manager/Postmaster.

(C) FORMULATION OF LOCAL LEAVE POLICY

(1) Management will post a notice by January 15th advising employees that selections for the choice vacation period will begin on March 1st.

(2) Granting of choice vacation period leave will be accomplished by a meeting between employee(s) and a mutually agreed upon mail processing representative on a person-to-person basis. These meetings will be scheduled by seniority.

(3) Employees who will not be available for person-to-person meeting will be responsible for advising their Tour Manager Distribution Operations 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 bypassed senior employees will be allowed to re-enter the selection process at any time, and shall be able to select from any remaining open vacation periods, with preference over all junior employees for whom no vacation has yet been scheduled. Those junior employees previously granted vacation in accordance with this provision will retain those dates.

(5) A notice showing employees' leave allocations for choice vacation period shall be posted by April 1 for the current year.

(D) DURATION OF CHOICE VACATION PERIOD

The choice vacation period shall be in two parts. The first will begin on the second Saturday in May and end on the Friday following Labor Day. The second part will be the service week including Thanksgiving day, and the two service weeks immediately preceding Thanksgiving week.

(E) BEGINNING DAY OF EMPLOYEES' VACATION PERIOD

(1) The vacation period shall start on the first duty day following the employee's normal non-scheduled days. Example: For an employee whose normal non-scheduled days are Wed/Thu, the employee's first day of leave would begin on Friday and run for five (5) continuous work days with the last day of leave being Tuesday.

Mail Handler PTF employees will be assigned two (2) NSD's on the service week(s) that they have selected for their prime time leave, in accordance with the National and Local agreements. These NSD's will be Saturday and Sunday of that service week(s). This means that their first day of leave will begin on Monday and run for five (5) consecutive work days.

(2) Under normal conditions, employees who elect to cancel their vacation period must do so within a minimum of two (2) weeks prior to the starting date of the vacation. The request will be in writing to the appropriate Tour Manager of Distribution Operations, with duplicate copy to the union representative. If this process is not used, the employee shall not report to work during the period that they were previously scheduled for annual leave. Emergency situations may be jointly reviewed and considered by management and union officials.

(3) Under normal conditions, management will post the canceled choice vacation period as soon as practical for a period of five (5) consecutive days on the scheduling bulletin board. Said vacation will be awarded to the senior applicant, providing they have not been awarded their maximum leave during the prime time vacation period as outlined in Article 10.3(D).

(F) OPTION TO REQUEST CHOICE VACATION PERIOD LEAVE

The number of selections for leave in units of five (5) or ten (10) working days during choice vacation periods shall not exceed two (2) nor exceed the limits of the National Agreement. Incidental A/L during CVP shall be granted on a first come first serve basis. Seniority will always be the tie-breaker. Management shall grant a combined total of previously chosen CVP selections and incidental leave equal to a daily minimum of twelve percent (12%) of the Mail Handler work force as set forth on March 1st for CVP.

(G) JURY DUTY & ATTENDANCE AT NATIONAL OR STATE CONVENTIONS

Time to attend the National Convention for one (1) delegate not to exceed five (5) working days shall not forfeit that employee's vacation posted as of April 1st, nor shall it be counted toward percentage allowed during choice vacation period. Jury duty shall not be counted toward CVP.

A second delegate who may be authorized under item R will have his/her leave charged toward the twelve percent (12%) authorized leave percentage.

(H) DETERMINATION OF PERCENTAGE OF EMPLOYEES TO RECEIVE LEAVE DURING CVP

(1) A minimum of twelve percent (12%) of the Mail Handler work force (rounded off to the nearest whole number) on March 1st of each successive year will be granted annual leave during the choice vacation period.

(2) No employee shall have his/her scheduled leave canceled because of unexpected absences even if it is necessary to pay overtime in order for him/her to take their vacation.

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

CVP Selections granted at the time of interview will be documented with the Form 3971 within constraints of (F) above.

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

Management shall, no later than November 1st, publicize on official bulletin boards the beginning of the new leave year.

(K) PROCEDURES FOR SUBMISSION OF APPLICATION FOR ANNUAL LEAVE OTHER THAN CVP

(1) All applications for leave during non-prime time will be submitted to the supervisor in triplicate.

(2) Management will provide a leave box to be kept available to the employees for collection of leave applications. The immediate supervisor will sign the leave application on the appropriate signature line, and return all copies to the employee. The employee will place the original and one (1) copy in the collection (leave) box for approval.

(3) Application for Annual Leave in conjunction with a holiday will not be accepted more than thirty (30) days in advance of the requested date. Non-prime time annual leave requests submitted during the same calendar year will be considered timely. Granting will be on a first come, first serve basis. Seniority will always be the tie-breaker. Normally, employees will be notified concerning their leave request within five (5) days.

(4) During the period not designated as choice vacation time, a minimum of twelve percent (12%) of the Mail Handler work force shall be granted annual leave on a first come, first serve basis. Seniority will always be the tie-breaker. The period from Christmas Day to New Years Day, inclusive, shall be available as non CVP incidental leave up to a daily minimum of thirteen and one half percent (13.5%) of the Mail Handler career work force.

(5) Normally, employees shall be notified within five (5) days of the submission of their leave request of its approval/disapproval. All requests must be submitted by 9:00 a.m. the Tuesday (submission date will be Monday on holiday weeks) prior to the weekly schedule being posted. Any request made after the weekly schedule is posted will be considered depending on existing service needs and the ability to cover vacant assignments.

(6) Under normal conditions, employees who elect to cancel annual leave (24 hours or more) must do so within a minimum of two (2) weeks prior to the starting date of the vacation. The request will be in writing to the appropriate Tour Manager of Distribution Operations, with duplicate copy to the union representative. If this process is not used, the employee shall not report to work during the period that they were previously scheduled for annual leave. Emergency situations may be jointly reviewed and considered by management and union officials.

(L) OVERTIME DESIRED LIST

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

1.) The OTDL will be considered "Restricted Data." The OTDL shall be made available to certified union representatives upon request, for grievance investigation and verifying the accuracy of the lists. However, employees at large will not be given access to the OTDL, unless a union representative, as well as a management representative are jointly present. Employees will only be allowed to review the lists which they have personally signed. All retroactive changes to the OTDL will be made known to the union.

2.) 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.

3.) 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.

4.) 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

5.) Any employee who is unavailable for overtime after Tour due to illness, will be excused and passed over.

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

7.) When no answer is received on a call for overtime, a second call will be placed approximately, but no sooner than 15 minutes after the first call. If there is still no answer, the Mail Handler will be passed over and an NA will be recorded.

When an answering machine is reached on the first call, a message will be left stating the need for overtime and instructing the Mail Handler to wait for a second call. The second call will be placed approximately, but no less than fifteen (15) minutes after the first call. If the answering machine is again reached, a message will be left instructing the Mail Handler not to report for overtime on that day. If there is no answer on the second call, the Mail Handler will be passed over and an NA recorded.

If the whole list is to be called, Management will only leave one message on the answering machine, offering overtime and informing the Mail Handler that no second call will be placed.

8.) 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.

9.) When any Tour exhausts all of the available Quarterly OTDLs (i.e., Before, After, NSD) as well as the Daily After Tour and Tour NSD Volunteer lists, and there is still a specific need for eight (8) hours, the following can be used:

- A. Tour I will utilize the T-I NSD list.
- B. Tour II will utilize the T-II NSD list.
- C. Tour III will utilize the T-III NSD list.

This procedure will be followed before using PTF's for eight (8) hours of overtime.

10.) The list will be verified for accuracy by the SDO and the union official not less than once per week.

(M) THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY

Within the Mail Handler craft, the number of light duty assignments shall depend on medical documentation (see attached form - Appendix A) submitted to management of the need for this duty and the estimated time needed for recovery. There shall be no fixed number of temporary light duty assignments. There is no intent between the parties to assume that the number of light duty assignments will be zero (0).

(N) METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS

No assigned full time (FT) employee shall be adversely affected within his/her craft by another's light duty assignment.

(O) IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY

Light duty assignments will be those duty assignments that most fit the needs of the affected employees as prescribed by a medical doctor or a licensed chiropractor (i.e. subluxation of the spine). These duties will be consistent with the needs of the Postal Service within the installation, the duties within the installation, and the duties within the Mail Handler craft, such as AFCS by-pass mail, hand canceling, repair of damaged mail, procuring empty equipment for strapping machines and assisting in the 010 operation, etc.

If a request for light duty is denied, the issue will be discussed with the AVP prior to a final decision being made.

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

(1) Reassignments within the installation shall be governed by seniority of employee's excess to the needs of a Tour.

(2) Bumps: In those instances where one or more employees from different overlapping Tours hold identical bid positions, (e.g. Mail Prep) and a requirement exists to remove regular bid holders from their position because of "the needs of the service," movement shall be by juniority regardless of Tour.

(3) For the purpose of reassignments by Tour, the facility Tours shall be identified as follows:

TOUR 1: 0001 thru 0800
TOUR 2: 0800 thru 1600
TOUR 3: 1600 thru 2400

An employee's Tour shall be computed by ascertaining the Tour above in which an employee works the majority of his/her schedule to include the lunch period. For example: If an employee has a work schedule of 0400 - 1230, the employee will be assigned Tour 2.

(Q) ASSIGNMENT OF EMPLOYEE PARKING SPACES

Dependent on unplanned and/or reasonable increased service needs, the existing allotted amount of free employee parking space assigned on a first come, first serve basis shall be sustained, but may be enlarged. Three (3) parking spaces will be reserved for NPMHU officials/stewards.

(R) DELEGATE TO ATTEND NATIONAL UNION ACTIVITIES

A minimum of one (1) delegate will be authorized annual leave or leave without pay to attend National Union activities. A second delegate (VT State Representative) will be authorized ALLWOP if their official duty station is the Processing & Distribution Center, White River Jct., VT.

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

(1) Article 12, Section .3B5:

The same as 12.3B7 of the National Agreement.

(2) Article 12, Section 4:

A Section shall be defined as a Tour, as per item (P) above.

(3) Article 12, Section .5C4a:

A Section shall be defined as a Tour. All assignments within the Tour will be considered part of the Section, as per item (P) above.

(4) Article 13, Section .3:

See language in items (M) (N) (O).

(T) OTHER ITEMS

1) An up-to-date seniority list will be posted on an Accounting Period basis with a copy to be given to the Local Mail Handler Union.

(2) One (1) copy of the posted vacant bid position(s) and a notice of the successful bidder(s) shall be furnished to the Local Mail Handler Union.

(3) Management shall mail salary checks to employees desiring this service. A written request including a stamped, self-addressed envelope shall be required of the employee.

(4) Art. 25.4: The immediate work area shall be defined by Tour and building.

(5) AGREEMENT GOVERNING THE P&DC ANNEX WITH RELATION TO LOCAL 301 AND ITS MEMBERS

It is mutually agreed by both parties that all provisions of the National Agreement are in effect at the Annex and nothing herein agreed to shall be inconsistent or in conflict with the National Agreement.

At the end of five (5) years, or the termination of the lease, the union will be notified by management per the National Agreement.

A. The authorized stewards on the Tour at the Main Plant will be the authorized stewards at the Annex.

B. The Annex shall, for purposes of bidding be considered one with the Main facility. Applicable job postings will be posted at the Annex in a timely manner.

C. For the purposes of overtime, the basic rules of administration as outlined in the Local Memorandum of Understanding will be in effect. However, a separate list, distinct from the Main facility, will be maintained according to these rules: Overtime between facilities will normally not be allowed; casuals will not work overtime prior to both facilities' overtime list being utilized, as per the National Agreement.

In the event that it becomes necessary to use OTDL Mail Handlers between the Plant and the Annex, the Mail Handlers will clock in at the closest facility to their residence.

D. Applications for leave will be consistent with the LMOU.

E. Holiday scheduling will be consistent with the LMOU.

F. Upon termination of the Annex, all personnel desiring integration into the Main facility's OTDL shall be allowed to do so within fourteen (14) days of effective date of return to the Main facility.

When a Mail Handler bids from one facility to another, the Mail Handler will have fourteen (14) days from the start date of the bid to sign the OTDL in the new facility.


G. It is agreed that the Regional Instruction work assignments in the Sections of work operations moved to the Annex will not be changed by management from those governing the same operations at the Main facility.


H. Grievances appealed to Step 2 will be returned to the Main office for normal processing.

I. For the purpose of excessing, the Annex will be considered part of the Main facility.

J. Mail Handler work assignments at the Annex will be assigned as per the National Agreement.

This Memorandum of Understanding is entered into on May 19, 1999, at the White River Junction, Vermont Processing & Distribution Center, between the representatives of the United States Postal Service and the designated agent of the National Postal Mail Handler's Union, A Division Of The Laborer's International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 1998 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.


 Jeffrey A. Zabriskie
 Plant Manager
 Processing & Distribution Center


 William W. Creamer, Jr.
 Administrative Vice President, Local #301
 For the National Postal Mail Handler's Union

RESTRICTIONS EVALUATION

ACTIVITY	RESTRICTIONS ON THIS ACTIVITY		REMARKS
	YES	NO	
WALKING	___	___	___
LIFTING	___	___	___
BENDING	___	___	___
TWISTING	___	___	___
STANDING	___	___	___
SITTING	___	___	___

CAN THE EMPLOYEE REACH ABOVE HIS/HER SHOULDER YES ___ NO ___

MUST THE EMPLOYEE PERFORM SEDENTARY DUTIES ONLY YES ___ NO ___

IF THERE IS A LIFTING RESTRICTION PLEASE IDENTIFY:
 0-20 LBS ___ 20-50 LBS ___ 50-70 LBS ___

CAN THE EMPLOYEE WORK EIGHT (8) HOURS YES ___ NO ___

IF NOT EIGHT (8) HOURS THEN HOW MANY HOURS CAN EMPLOYEE WORK ___

HAS THE EMPLOYEE BEEN PUT ON ANY MEDICATION THAT COULD AFFECT HIS/HER PERFORMANCE YES ___ NO ___ IF YES PLEASE EXPLAIN ___

BEFORE THE EMPLOYEE RETURNS TO HIS/HER FULL DUTY IS IT REQUIRED THAT YOU EXAMINE THEM AGAIN YES ___ NO ___

DATE LIGHT DUTY SHOULD BEGIN ___

DATE LIGHT DUTY SHOULD END ___

OTHER COMMENTS _____

PHYSICIAN NAME (PLEASE PRINT) _____

ADDRESS _____

TELEPHONE NUMBER _____

PHYSICIAN SIGNATURE AND DATE _____

THIS FORM MUST BE SUBMITTED TO THE MSC MANAGER/POSTMASTER
ATTN: DIRECTOR, CITY OPERATIONS
REQUEST FOR LIGHT DUTY

NAME: _____ DATE: _____

In accordance with Article 13 of the National Agreement, I request your approval for light duty due to an off-the-job injury/illness which precludes me from performing my full duties. My physician's (chiropractor's) supporting certification is attached and it identifies the anticipated time frame for which light duty is requested and states the specific physical limitations or restrictions which will apply.

REGULAR POSITION: _____ REGULAR HOURS: _____ NSDS: _____
HOME PHONE: _____ SIGNATURE: _____

DATE: _____ REQUEST ACCEPTED: _____ DENIED: _____

DUTY ASSIGNMENT WORK LOCATION: _____
LIGHT DUTY ASSIGNMENT DUTIES: _____

LIMITATIONS: _____

DATE LIGHT DUTY BEGINS: _____
DATE LIGHT DUTY ENDS: _____

LIGHT DUTY SCHEDULE: _____ NSDS: _____

REASON FOR DENIAL OF LIGHT DUTY REQUEST: _____

YOUR DUTY HOURS AND WORK WEEK WHILE IN A LIGHT DUTY STATUS MAY BE CHANGED TO MEET THE NEEDS OF THE SERVICE. THERE IS NO GUARANTEE THAT 40 HOURS OF LIGHT DUTY WILL BE AVAILABLE.

**ALL LIGHT DUTY REQUESTS MUST BE SUBMITTED FOR APPROVAL/DISAPPROVAL BETWEEN THE HOURS OF 0800-1700 MONDAY THROUGH FRIDAY. LIGHT DUTY DOCUMENTATION MUST BE SUBMITTED A REASONABLE AMOUNT OF TIME PRIOR TO THE BEGINNING OF YOUR NEXT WORK TOUR TO ALLOW TIME TO PROPERLY EVALUATE THE REQUEST.

IF YOUR LIGHT DUTY ASSIGNMENT NEEDS TO BE EXTENDED PAST THE ORIGINAL END DATE YOUR EXTENSION REQUEST, INCLUDING UPDATED MEDICAL DOCUMENTATION, MUST BE SUBMITTED WITHIN THE TIME FRAMES ESTABLISHED ABOVE (0800-1700 MON-FRI).

YOUR FAILURE TO COMPLY WITH THE ABOVE PROVISIONS MAY RESULT IN A DELAY IN THE REVIEW OF YOUR REQUEST.

DIRECTOR, CITY OPERATIONS

cc: Employee
Injury Compensation Specialist