

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
AND
NATIONAL POSTAL MAIL HANDLERS UNION
DIVISION OF THE
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO

LOCAL 301, NPMHU
CAMBRIDGE, MA

2011 NATIONAL AGREEMENT

ROBERT J. BROXTON, Sr.
President, Local 301

A. ADDITIONAL OR LONGER WASH-UP PERIODS.

1. Mail Handlers shall be granted a five (5) minute wash-up time, before lunch and at end of tour.
2. Any Mail Handler involved with a container/package spill will have immediate access to wash-up time.

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. Postal Operations will not be terminated at the Postal Facility unless the Postmaster / Manager determines that conditions so warrant. Reasonable consideration shall be given, but not limited to such conditions as:

The Safety and Health of the Employees

Acts of God

Hazardous Weather Conditions

Advice of Local Authorities

Civil Disorders

2. Whenever an alleged explosive device has been discovered or a threat made against the facility, the facility shall be completely evacuated until the proper authorities have taken all safety measures.
3. Postmaster / Manager will notify the Local Union Official and employees at the earliest possible time of termination or curtailment of Postal Operations. Such notification will be by telephone, and/or available public media such as television or radio.

C. FORMULATION OF LOCAL LEAVE PROGRAM.

1. A Mail Handler will submit a P.S. Form 3971 in triplicate to his/her Supervisor for annual leave. The Supervisor will sign, date and return one copy to the Mail Handler acknowledging receipt of the request for annual leave.
2. A Mail Handler will receive a copy of the approved or disapproved annual leave request within forty-eight (48) hours of submission. If the Mail Handler does not receive his/her approved or disapproved PS Form 3971 within forty-eight hours (48) hours; he/she may approach Management and request the status of the leave request and Management must act upon the request before the Mail Handler's end of tour.

D. THE DURATION OF THE CHOICE VACATION PERIOD.

The choice vacation period will commence on the last week in June and run through the first week in September.

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

The beginning day of a Mail Handlers vacation period will be the first workday of the week.

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

1. Mail Handlers shall have the option of selecting up to 10 working days as first choice vacation period. Mail Handler must have sufficient accrued annual leave available at the beginning of the sign-up period.
2. Mail Handlers may select second choice for 5 working days vacation period, as long as such choice does not interfere with first choice of other Mail Handlers.
3. The selection of vacations in the choice Vacation Period will be through the use of sign-up charts based on seniority. Tour Stewards will canvas all Mail Handlers by seniority. The vacation chart will be completed and posted on a bulletin board on or before the last Friday in April. Management will post a notice advising all Mail Handlers of the sign-up period. If a Mail Handler changes tours he/she will take approved annual leave with them.
4. If a Mail Handler does not have sufficient annual leave to cover approved vacation the Mail Handler may be allowed Leave Without Pay for that period.
5. Mail Handler Assistants may select choice vacation period after all Mail Handler have made their selections. The order of selection of vacation period choices will be based on the Mail Handler Assistants initial appointment date in the installation.

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

Mail Handlers called for Military Service, Jury Duty or Union Official, attending National Assemblies, State Assemblies, Conventions or Union Meetings during his/her scheduled choice vacation period, shall not be deprived of an alternative vacation period. Such alternate choice of vacation shall not be counted against the number of Mail Handlers allotted for each choice vacation period.

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

1. The number of Mail Handlers or Mail Handler Assistants to receive annual leave during the choice vacation period shall be two (2) for the installation. Additional Mail Handlers and Mail Handler Assistants may be allowed depending on working conditions.
2. In the event that the Mail Handlers Compliment increases or decreases by one (1) or more after January 1 of each year, the method of implementation shall be resolved during the next Labor/Management Meeting.

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

Each Mail Handler and Mail Handler Assistant shall receive a copy of the choice vacation period granted him/her no later than one (1) week after the final date of submission. A general roster of scheduled choice vacation periods shall be posted on all official bulletin boards.

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

The Installation Head shall, no later than November 1, post 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 the calendar year.

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

1. All annual leave other than the choice vacation period will be given on a first come first served basis. No Mail Handler or Mail Handler Assistant shall submit a PS Form 3971 more than 30 days in advance with the exception of proof of confirmed reservations.
2. The number of Mail Handlers or Mail Handler Assistants to receive annual leave during the other than choice vacation period shall be one (1) for the installation. Additional Mail Handlers and Mail Handler Assistants may be allowed depending on working conditions.
3. When submissions for annual leave exceeds the one (1) allowed, seniority will be the deciding factor.

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

1. Overtime Desired List shall be by tours.
2. There will be two (2) lists maintained for each tour, defined as:
 - Daily
 - Non-Scheduled Day
3. There shall be a one (1) hour notice before voluntary or compulsory overtime is solicited or mandated, barring any unforeseen circumstance.
4. A Mail Handler excused from overtime by Management shall be considered to have received their overtime opportunity.

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

There will be one (1) light duty assignment for the installation. Management and the Mail Handlers Union will discuss additional light duty assignments on a case-by-case basis.

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.

No Mail Handler will be reassigned in order to make room for an employee on light duty.

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

The following duties and assignments shall be considered as, but not limited to light duty work for Mail Handlers:

Scanning – Surface Visibility

Rewrap

Traying of letters and rejects

Hand Stamp

Hanging sacks

Ledge loading letter mail

MTE

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.

Each tour shall be considered a section.

Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

1. Mail Handlers shall be authorized to park their private vehicles in any spaces not specifically designated otherwise on a first come, first serve basis. One parking space will be assigned to the Mail Handlers Union.
2. Management shall consult with and allow Union input prior to any changes in the current or future parking policy as pertained to Mail Handlers.

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 used to attend union activities will not be part of the choice vacation period.

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

1. Article 12, Section .3B5

Refer to Article 12.3B7 of the National Agreement

2. Article 12, Section .3C

Posting and bidding for preferred duty assignments shall be installation-wide unless otherwise specified by local Agreement.

3. Article 12, Section .3E3e

For temporary reassignments not covered by Articles 12 or 25, the movement of employees outside their bid assignment area will be as follows:

- Casuals
- Employees from other crafts
- MHA
- Part-time employees
- FTR's on overtime by juniority
- FTR's assigned to the area (day-to-day)
- FTR bid holder volunteers by seniority
- FTR bid holders by juniority on a involuntary basis

4. Article 12, Section .4

Each tour shall be considered a section.

5. Article 12, Section .6C4a

Each tour shall be considered a section.

6. Article 13, Section .3

Refer to Items M, N, and O

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

1. Seniority

Seniority list will be updated and posted on a quarterly basis. A copy of the seniority list will be provided to the Union on a quarterly basis.

2. Reassignments

Refer to Article 12.6 of the National Agreement.

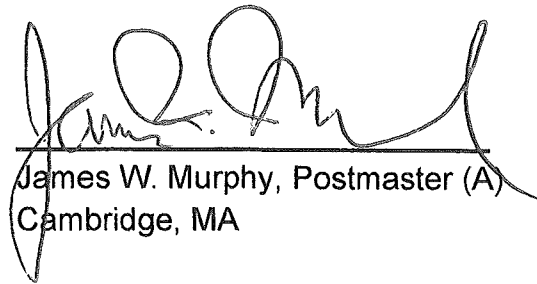
3. Postings

1. Vacant duty assignments will be posted on the bulletin board at the Central Square Main Office and all Annexes for a period of ten (10) days.
2. Within ten (10) days after the closing date of the posting the installation head shall post a notice stating the successful bidder and their seniority date.
3. The successful bidder must be placed in the new bid assignment within fifteen (15) days of the closing date of the bid posting, except in the month of December.
4. Any successful bidder whose new bid overlaps another tour will assume Saturday/Sunday Non-Scheduled days for the first week of their new bid.
5. The Installation Head will provide the Mail Handlers Union with copies of all postings, notices and policies that affect the Mail Handler Craft.

This Memorandum of Understanding is entered into on October 29, 2013 at the Cambridge Post Office, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, pursuant to the Local Implementation Article of the 2011 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.



Neil P. Ryan, Treasurer
Local 301, NPMHU



James W. Murphy, Postmaster (A)
Cambridge, MA