

**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, BRANCH 9, BOSTON, MA**

**2011 NATIONAL AGREEMENT**

**ROBERT J. BROXTON SR.**

**President, Local 301**

**ROBERT BURKE**

**Branch President, Branch 9, Local 301**

**A. ADDITIONAL OR LONGER WASH-UP PERIODS.**

Supervisors will grant reasonable wash-up time to those employees in the Mail Handler who perform dirty work or work with toxic material.

**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.**

- a. When a determination has been made that an emergency situation such as fire, flood, extreme weather conditions, biological or terrorist threat or any situation exists which would prevent groups of employees from working or reporting to work, the Postmaster, the Plant Manager or their designee, shall consult with the Branch President, Mail Handlers Union, or his designee, as soon as possible as to the action to be taken regarding those workers affected.
- b. The Branch President of Branch 9, Local 301 of the Mail Handlers Union shall notify the Installation Head in writing and explain the Union's position in the matter,
- c. Once notified of the dispute, the Installation Head, or his designee, must provide a listing of all employees who submitted 3971's for the specific absence due to the incident general in nature.
- d. Liaison to be maintained with the National Weather Service and local authorities during adverse weather conditions so that proper evaluations may be made to the extent, intensity, and duration, so that possible curtailment may be considered.
- e. While the advice of local authorities may be solicited, the decision as to the curtailment of service or termination of the Postal Operations is the responsibility of the Postmaster.
- f. Local Management further recognizes its obligation to adhere to the regulations and intent for handling administrative leave as set forth in the Employee & Labor Relations Manual.
- g. Information regarding curtailment of Postal operations will be made available to employees at 1-888-363-7462

## C. FORMULATION OF LOCAL LEAVE PROGRAM.

### CHOICE VACATION PERIOD

1. The selection of vacations in the choice vacation period will be through the use of sign-up charts. Beginning March 15<sup>th</sup>, Management will circulate these charts among Mail Handlers by seniority. Each Mail Handler will make his/her selection of the available weeks in compliance with number 3 above.
2. When a Mail Handler is not available to make a vacation choice, and he/she has not notified Management of his/her request, Management and the Union Steward will jointly make an attempt to reach the Mail Handler. If unable to contact the Mail Handler, Management will bypass this employee and the chart will be advanced to the next senior employee.
3. Each Mail Handler, when making a selection will complete a PS Form 3971, in triplicate, confirming his/her choice vacation period. If an employee does not have sufficient annual leave to cover said vacation the employee must request LWOP. Management beyond the line supervisor will give every consideration to an employee's request for LWOP to fulfill an approved vacation.
4. If a Mail handler leaves a section for any reason after the vacation request has been approved, the Mail Handler will retain the approved vacation. However, that does not create an open vacation week within the section he/she left. In addition, if any employee cancels an approved vacation, this will create an open week(s) within that section.

5. If an employee fails to select an open vacation period when it is his/her turn for selection, the chart will continue to be circulated.
6. Any open vacation weeks in the choice period can be requested in increments of one (1) or more days, ten (10) days prior to the start of the vacant week. Said requests will be approved, based on seniority, eight (8) days prior to the start of that service week. Requests submitted subsequent to the ten (10) day cut-off period will be approved, based on the amount of leave available for the period in question, on a first submitted, first approved procedure. For purposes of this selection only, the service week will be defined as beginning on Tour 2 Saturday.
7. Mail Handler Assistants may apply for annual leave in increments of five days during the choice vacation period in accordance with Article 10.5.C. After the initial sign-up period for full-time regular mail handlers has been completed, MHAs may request annual leave seven (7) days in advance of the period requested. An MHA must have a leave balance of at least forty (40) hours at the time of application and at the time the approved choice vacation leave is to be used. Leave will be approved consistent with Article 10.5.C.
8. All requests for leave via PS Form 3971 will be in triplicate. Upon receipt of the PS Form 3971, the supervisor will sign all three (3) copies, with the third copy being returned to the employee at the time of the request, which will serve only as acknowledgement of receipt of the PS Form 3971.

**D. THE DURATION OF THE CHOICE VACATION PERIOD.**

1. The choice period will be 25 consecutive weeks commencing the first Saturday in May.
2. Management will post on the bulletin boards by February 15, each year a notice notifying employees that selections for the choice vacation period begin on March 15<sup>th</sup> and terminate April 15<sup>th</sup>.

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

1. Mail Handlers vacation will start on the first day after the employees non-scheduled days. In the case of employees with split days off, their vacation will begin on the first day after their first non-scheduled day of the service week. Exceptions may be granted by agreement among the employees, the Mail Handlers Union, and Management. Each request for an exception must be considered on its merits.

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

1. Employees may request one vacation during the choice period in units of either five (5), ten (10), or fifteen (15) working days.

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

1. Employees ordered to Military duty or Jury during their choice vacation period will be given another selection. This will not conflict with or eliminate another employee's choice vacation selection. Military leave or Jury duty absences will not be included in the quota allowed off each week.
2. Attendance at the National or State Conventions during the choice vacation period will be charged to the choice vacation period with the provision that as minimum, such employees will be granted not more than two (2) weeks – Ten (10) days additional leave during the choice period.
3. It is understood by the parties that in no instances may an employee serving as a juror or as an elected delegate bump an employee from his/her properly assigned period.
4. With respect to employees called for jury duty, it is incumbent upon the employee, immediately upon receipt of notice as to the period he/she has been called for such duty, to notify his/her immediate supervisor.

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

The number of Mail Handlers from each section and tour allowed off on vacation during the choice period will be determined as follows:

- a. Fifteen percent (15%) of the on board complement of each section will be allowed off during the first week in July through the last full week in August. When computing the 15% to the number of employees allowed off, any fraction .10 or above will be carried over

to the next full number, e.g. 2.10 and above would become three (3) employees.

b. In all other weeks of the choice period, fourteen percent (14%) of the on board complement of each section will be allowed off. When computing the 14% to the number of Mail Handlers allowed off, any fraction .10 or above will be carried to the next full number, e.g. 2.10 and above would become three (3) employees.

On board complement is defined as the number of Mail Handlers in a section on March 15th of each year.

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

1. The vacation charts will be posted by May 1.

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

Notice will be provided in accordance with Article 10.4.A of the National Agreement.

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

NON-CHOICE PERIOD

1. The non-choice period in the Mail Handler craft will be from the first Saturday in January to the beginning of the choice period and from the day following the end of the choice period to December 10<sup>th</sup>.

2. Sixty (60) days prior to the non-choice vacation period, Management will post a notice on the bulletin boards notifying the Mail Handlers that application for vacations during the non-choice periods will be accepted during the next thirty (30) days, Requests for leave in the non-choice period will be submitted in increments of five (5), ten (10), or fifteen (15) working days.
3. Management will notify the Mail Handlers of a non-choice vacation by posting a chart within fifteen (15) days of the closing dates on the bulletin boards.
4. Ten percent (10%) of the on board complement in each section will be allowed off during the non-choice period. The total on board complement is defined as the number of employees in the section on the closing date for applications for the non-choice selection period. Vacations will be granted by seniority. When computing the 10% to the number of employees allowed off, any fraction .10 and above will be carried over to the next full number, e.g. 2.10 and above would become three (3) employees.
5. During the week of Thanksgiving, 15% of the on board complement will be allowed off on annual leave.
6. Any Mail Handler who has in excess of 440 hours of annual at the end of his/her second non-choice selection sign up period and has not applied for, nor been approved leave in the non-choice period sufficient to bring his/her balance to 440 hours will be offered a choice of the available weeks in the non-choice period. Failure of a Mail Handler who has in excess of 440 hours of annual leave to designate a choice of leave in the last non-choice period will result in leave being assigned by Management. The assignment of this leave will be consistent with leave balance of the Mail Handler. The assigned vacation will be posted on the vacation charts. If, for any reason, a Mail Handler who has been assigned a non-choice vacation achieves a balance of 440 hours of annual leave, or below, before the assigned



vacation period, he/she may cancel the assigned non-choice period.

7. If a Mail handler leaves a section for any reason after the vacation request has been approved, the Mail Handler will retain the approved vacation. However, that does not create an open vacation week within the section he/she left. In addition, if any employee cancels an approved vacation, this will create an open week(s) within the section he/she left.
8. Any open vacation weeks in the non-choice period can be requested in increments of one (1) or more days, ten (10) days prior to the start of the vacant week. Said requests will be approved, based on seniority, eight (8) days prior to the start of that service week. Requests submitted subsequent to the ten (10) day cut-off period will be approved, based on the amount of leave available for the period in question, on a first submitted, first approved procedure. For purposes of this selection only, the service week will be defined as beginning on Tour 2 Saturday.
9. All requests for leave via PS Form 3971 will be in triplicate. Upon receipt of the PS Form 3971, the supervisor will sign all three (3) copies, with the third copy being returned to the employee at the time of the request, which will serve only as acknowledgement of receipt of the PS Form 3971.

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

1. Overtime desired lists in the Mail Handler craft will be by tour and section. These sections are defined in Item S of this Local Memorandum Of Understanding.
2. Overtime desired lists from all sections will be exhausted prior to voluntary or mandatory overtime. However, travel time buildings will not exceed five (5) minutes.

3. In the Mail Handler craft there will be two (2) overtime desired lists, one for daily overtime calls and one for non-scheduled days. However, it is agreed that the Mail Handlers desiring overtime work shall submit his/her name for daily overtime and/or non-scheduled day overtime at the employee's option.

Their option will be honored to the extent possible providing there are sufficient employees for the opportunity. If there are not sufficient employees from a list to fulfill the overtime requirement, then employees on the other list will be utilized before employees not on either list

4. At the end of their regular tour of duty, Mail Handlers remaining on overtime will receive a reasonable break. If Mail Handlers are brought in on the front end for overtime, those Mail Handlers will receive a reasonable break at the end of the overtime period.
5. When calling mandatory overtime, Management will make an effort, when possible, to give a one (1) hour notice to all Mail Handlers, full-time and part-time flexible.
6. In all situations when extending overtime will result in the work day going beyond ten (10) hours for full-time regular and part-time flexible Mail Handlers, Management will make an effort, when possible, to give a one (1) hour notice prior to the start of the eleventh (11) hour.
7. Management will make an effort, when possible, to give a one (1) hour notice to all part-time regular Mail Handlers when under extreme emergency situations their tour of duty is to be extended.
8. Management will provide the Branch President, Mail Handlers Union, at the end of each accounting period, with a detailed report, by pay location and operation number of all Mail Handler overtime hours utilized in that accounting period by each and every pay location. This report will contain the total number of Mail Handler overtime hours worked and percentage (%) of overtime hours worked for that accounting period.
9. Part-time flexible Mail Handlers and Mail Handler Assistants, when converted during a calendar quarter, will have the opportunity to sign the Overtime Desired List within two (2) weeks of their conversion and assignment to their full-time regular bid.

10. A Mail Handler who has been designated the successful bidder will have the opportunity to place their name on the Overtime Desired List(s) within ten (10) days of assuming his/her new bid.

11. Full-time Regular Mail Handlers, when bidding to different facilities during a calendar quarter, will have the opportunity to sign the Overtime Desired List within ten (10) days after assuming their new bid assignment. Additionally, Full-time Regular Mail Handlers will have ten (10) days subsequent to the posting of the Overtime Desired List to sign up for the supplemental Overtime Desired List.

12. When an individual takes their name off the Overtime Desired List, they remain off for the remainder of the quarter.

13. When an employee removes their name from the Overtime Desired List, said removal will not go into effect until that employee's following regular scheduled day. Management will inform the Union when an employee has removed his/her name from the Overtime Desired List.

14. Management will provide the Chief Steward, or in the absence of a Chief Steward, the Local Steward, Mail Handlers Union with copies of the Overtime Desired List and Supplemental Overtime List upon request of the Union.

15. Duplicate copies of the Overtime Desired List form to be signed by both the employee and the supervisor.

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

1. Ten (10) light duty assignments will be reserved in the Mail Handler craft.

**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.**

Applications for light duty will be submitted in accordance with Article 13.2.A of the National Agreement. Requests will be approved or denied in accordance with Article 13.2.C.

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

1. The following areas will be considered in assigning light duty employees: the recirc operation for loose magazines on the APPS, culling operation - 010 area, second floor new building (damaged mail)- head case, hand held scanning and empty equipment – Operation 549.
2. The Postmaster shall not be limited to the above assignments for Mail Handlers if other temporary assignments seem necessary and proper to carry out the general policies and procedures of the National Agreement.
3. When work is not available in the temporary light duty Mail Handler assignment and the employees are required to go home, a Union representative will be notified as soon as possible.

**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.**

Identification of a section for the purposes of Mail Handler reassignments will be as follows (These sections will also be used for bidding, overtime, holiday scheduling and vacation purposes.)

a. OLD BUILDING

1. Claims and Inquiry
2. First Floor

Section 1 – Platform

Section 3 – All other operations except platform

3. Second Floor -

Section 1 – Registry

Section 2 - All other operations on the second floor

4. All Operations on the third floor -

b. NEW BUILDING

1. First Floor

Section 1 – All operations east of the main aisle (water side) plus patio

Section 2 – All operations west of the main aisle

Section 3 – Bid Jitney and Forklift Operators Level 5

Section 5 - All mail processing machine operators

2. Second Floor

Section 1 – All operations north of column # 15

Section 2 – All operations south of column #15 including all of the flat section and jitney operators.

c. Station and Branches including IMC North and Fort Point Carrier Unit.

- d. The addition of mechanization or whenever a decision is made to create a new facility, and/or section (operation) or move an existing section (operation) within an existing facility, the Union and management will meet to discuss and negotiate or renegotiate the identification of section or sections involved. Said meeting will take place a minimum of thirty (30) days prior to any additions and/or changes which are or will be manned by Mail Handlers.

e. NORTHWEST FACILITY

1. Section 1 – Platform

2. Section 4 – All other mail Handler operations

Level 5 jitney drivers will be assigned to Section #1` and Section #4 as determined by Management. All other day to day operations will be governed by the National and Local Agreement.

- f. At the GMF, Management agrees to reasonable time to visit lockers and obtain outer clothing when moved from inside work to outside work in cold weather, vice versa from outside to inside.

Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

When parking becomes available within the Boston Post Office excess to the Postal Service needs, both parties agree to meet for the purpose of negotiating procedures to be used in the allocation of parking spaces in the craft.

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, not related to Union Conventions, requested prior to determination of the choice vacation schedule will be part of the total choice vacation plan/percentage.

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

- A. Bidding – All vacant or newly established Mail Handler positions will be posted for bid on an installation-wide basis.
- B. Length of posting – Vacancies will be posted for a period of ten (10) days

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
- Mail Handler Assistants
- Employees from other crafts performing Mail Handler work
- Part-time flexible employees
- Part-Time Regular Employees by juniority
- Full Time Regular Mail Handlers working on overtime by juniority
- Full Time Regular Mail Handlers not working on overtime by juniority

Normally, Management will recognize the application of seniority in a daily assignment of employees from section to section except recognized stewards who will remain in their bid section during such reassignments. A steward on overtime will remain in the section if no other steward is available in that section. In other words, if the Tour 3 steward in a section is remaining for overtime and the Tour 1 steward in that section is present, then the Tour 3 steward would be treated like any other employee.

4. Article 12, Section .4

Sections are defined as in Item P of this LMOU

5. Article 12, Section .6C4a

Sections are defined as in Item P of this LMOU

6. Article 13, Section .3

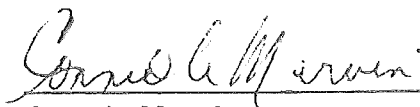
Refer to Items M, N, and O of this LMOU

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

Holiday schedule sign-up slips:

Management at the GMF will provide holiday sign-up slips in duplicate to be submitted to the immediate supervisor. Upon receipt of said slip, the supervisor shall sign both copies with the second being returned to the employee at the time of request, which will serve only as acknowledgement of receipt of same.

This Memorandum of Understanding is entered into on October 30, 2013 at the Boston P&DC, 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 Laborer's 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.



Connie Marvin  
Mgr. Labor Relations  
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