

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

LOCAL 301, BRANCH 78
BROCKTON, MA

2011 – 2016 NATIONAL AGREEMENT

Bob Broxton Sr.,
President, Local 301

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President, Branch 78

A. WASH-UP PERIODS

Mail Handlers shall be granted a reasonable amount of wash-up time, before lunch and at end of tour. Additional wash-up time shall be granted to employees doing extremely dirty work or working with toxic material.

Any Mail Handler involved with a container/package spill shall have immediate access to wash-up time.

B. GUIDELINES FOR THE CURTAILMENT OF POSTAL OPERATIONS

The parties recognize that the Postal Service is the most vital part of the communications machinery of the U.S.A. and that historically, this Postal Facility has provided this service to the public without interruptions; therefore, as a matter of policy, Postal Operations will not be terminated at the Postal Facility unless the Installation Head determines that conditions so warrant. Reasonable consideration shall be given, but not limited to, such conditions as:

- **The Safety and Health of the Employee
- **Civil Disorders
- ** Acts of God
- **Hazardous Weather Conditions
- **Advice of Local Authorities

Whenever an alleged explosive device has been discovered or a threat made against the facility, the facility shall be completely evacuated until all safety measures have been taken by the proper authorities.

Management will notify the Local Union Official and the 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 and return one copy to the Mail Handler acknowledging receipt of the request.
2. A Mail Handler will receive the approval or disapproval within forty-eight (48) hours.
3. A Mail Handler may call prior to the start of their tour to request Advanced Annual Leave for that duty day. The Manager, Distribution Operations will allocate one (1) Advance Annual Leave slot for his/her tour, per duty day, providing the percentages of Mail Handlers off that day (in accordance with Items H & K) have not been met. The Manager, Distribution Operations will leave the list for his/her tour with the Control Center specifying the number of Mail Handlers allowed off that day.

D. THE DURATION OF THE CHOICE VACATION PERIOD

1. The choice vacation period will commence on the **second Saturday in May and run through the second Friday in September.**
2. **Choice Vacation period will also include the week following the Christmas Holiday. Stewards will canvass by seniority for this week 30 days prior.**

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

The beginning day of an employee's vacation will be the employee's first work day of the week.

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. Employees who earn, twenty to twenty-six days may request two vacations during the choice period in units of either five or ten days, not to exceed fifteen days total. All other employees shall be able to request use of their annual leave in units of their choice, not to exceed ten (10) days. First consideration shall be given to requests for units of five (5) days. Employees must have sufficient accrued annual leave available at the beginning of the sign-up period
2. The selection of vacations in the choice Vacation Period will be through the use of sign-up charts. 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 sign-up period. If a Mail Handler/MHA changes tours he/she will take approved annual leave with them.
3. **Mail Handler Assistants may select choice vacation period after all Career Mail Handlers 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.**
4. If a Mail Handler/MHA does not have sufficient annual leave to cover approved vacation the Mail Handler/MHA may be allowed Leave Without Pay for that period.

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

Mail Handlers called for Jury Duty, Military Duty or up to three Mail Handlers attending National Assemblies, State Assemblies, or Union Meetings during his/her scheduled choice vacation period, shall not be deprived of an alternate vacation period. Such alternate choice of vacation shall not deprive any other Mail Handler of first choice for scheduled vacation.

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

The number of employees to receive annual leave each week during the choice vacation period shall be 15% on each tour. **The calculation of the percentage will be based on 100% of the Career Mail Handler compliment plus 50% of the Mail Handler Assistant compliment and will be set on March 15 each year.** Additional Mail Handlers/MHA's may be allowed depending on working conditions. Any fraction .5 or higher will result in an additional Mail Handler/MHA allowed on vacation.

I. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR HIM/HER

Each Mail Handler/MHA shall receive a copy of the 3971 for the choice vacation period granted to him/her no later than one (1) week after the final date of submission.

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

The employer shall, no later than November 1, publicize on bulletin boards and by other appropriate means 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 PROCEDURE FOR THE SUBMISSION OF APPLICATION FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD

1. All annual leave other than the choice period will be given on a first come first serve basis. No Mail Handler/MHA shall submit a 3971 more than 30 days in advance with the exception of proof of confirmed reservations. This exception will be made by both Tour Manager, Distribution Operations and Tour Steward.
2. At least 9% will be allowed off on each tour during this period. Any fraction of .5 or higher will result in an additional Mail Handler/MHA allowed on Vacation. This 9% excludes the month of December. Depending on work load or circumstances the Tour Manager, Distribution Operations may grant annual leave to Mail Handlers during the month of December.
3. Management will approve or disapprove leave requests within forty-eight (48) hours.
4. When submissions for annual leave exceed the quota allowed, seniority will be deciding factor.

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

1. Overtime Desired List shall be by tours.
2. There will be three (3) lists maintained for each tour, defined as: Pre-Tour, Post-Tour, and Non-Scheduled day.
3. There shall be a one (1) hour notice before voluntary or compulsory overtime is solicited or mandated, barring any unforeseen circumstances.
4. The Tour Manager, Distribution Operations will designate a Mail Handler Steward and/or Back-Up Steward if present, to make the initial telephone calls for overtime when required. After initial telephone call, if further telephone calls are required, a supervisor may make the telephone calls, if desired.
5. A Mail Handler excused from overtime by Management shall be considered to have received their overtime opportunity.
6. Should overtime scheduling not be done by the Union Stewards at some time in the future, Management will schedule overtime in accordance with Article 8.5.
7. **Any Mailhandler on a Change of Schedule shall not be eligible for overtime unless the list is exhausted for that day.**

M. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OF OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT

1. The number of Light Duty assignments for the installation shall be 2% of the total compliment of career employees. Management and the Union will discuss additional Light Duty assignments on a case by case basis.

2. A written request, accompanied by a doctor's statement for light duty assignment, will be reviewed and if approved, the employee will be assigned to light duties. The light duty employee's tour hours, work location, and basic work week shall be those of the light duty assignment and the needs of the Service whether or not the same as for the employee's previous duty assignment.

N. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THAT REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED

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

1. The following duties and assignments shall be considered as, but not limited to, light Duty work; for full-time, or part-time, regular, or flexible Mail Handlers:

*** Scanning**

* Presorts letter mail bundles

* Traying of letters and rejects

* Torn and Tattered Mail

* Hand Stamp

* Hanging Sacks

* Ledge loading letter mail

* Pulling Cases

2. All light duty shall be required to be within the productive needs of the operation and such light duty assignments are not to be created solely to accommodate specific requests and physical conditions.

3. Initial requests for light duty must be accompanied by full medical evaluation and general description of the condition. Also included must be an approximation of the duration of the need for light duty. Any changes to their condition and/or limitations must be provided to the Installation Head. The "Medical Report for Light Duty" must be completed in its entirety and submitted with the request.

4. The Mail Handlers Union will be notified of any Mail Handler duties designated as light duty assignments to other crafts

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. Mail Handlers will be moved by juniority.

Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

1. In order to insure proper safety and security in employee parking areas, management shall:

- A. Maintain existing security devices in good working order.
- B. Solicit continuing cooperation with local enforcement officials concerning safety and security of employee parking areas.
- C. Deter improper parking practices by outsiders in employee parking area.

2. Parking spaces shall be assigned on a first come first serve basis according to space available. One space shall be assigned to the Mail Handler **Branch President**. Management shall consult with and allow the union input prior to any changes in the current or future parking policy as pertains to bargaining unit employees.

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 Mail Handlers National Agreement.

2. Article 12, Section .3E3e.

Prior to the movement of full time regular Mail Handler from the bid assignment area, all other employees shall be moved as delineated in Article 12, Section 3E3. of the Mail Handler National Agreement **with the exception of MHA's as follows:**

- **casuals**
- **employees from other crafts**
- **MHA's**
- **Part time employees**

. The movement of full time regular Mail Handler shall be as follows:

a. Mail Handler working at the over time rate of pay **or outside of their regular schedule (COS).**

b. Mail Handlers who do not hold a bid in the bid assignment area.

c. Mail Handlers working their bid assignment as follows:

1. First by seniority on a voluntary basis.
2. Second by juniority on an involuntary basis.

3. Article 12, Section .4

Each tour shall be considered a section.

4. Article 12, Section .6c4a

Each tour shall be considered a section.

5. Article 13, Section 3

Refer to Item M, N, and O.

6. Labor management meeting involving the Mail Handlers Union will be held separate and apart from other unions.

7. The Union **Branch President** and designated stewards will be granted the use of USPS telephones on the workroom floor for local (9) calls for the purpose of official union business, with the permission of their immediate supervisor, current business conditions permitting. For long distance calls, the Mail Handler Union will assume the cost of long distance calls.

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

1. SENIORITY

a. Preferred Duty Assignments; **Prior to the beginning of a new quarter, General Mail Handlers will submit to management a Preferred Duty Assignment sheet selecting his/her preferred assignments for that quarter. This selection will list preferences from most desirable to least desirable.**

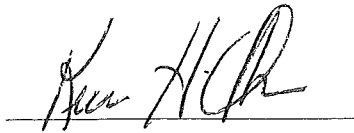
b. Seniority list will be updated and posted; a copy will be furnished to the **Branch President** quarterly.

2. REASSIGNMENTS - Refer to Article 12.6 of the Mail Handler National Agreement.

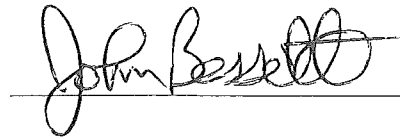
3. POSTING - Refer to Article 12.3 Section E1 and E2 of the Mail Handler National Agreement.

a. Any successful bidder whose new bid overlaps another Tour will assume Saturday/Sunday X days for the first week of their new bid.

This Memorandum of Understanding is entered into on **November 6, 2013** at Brockton, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborers' International Union, of North America, AFL-CIO, 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.



United States Postal Service
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