



ARTICLE 30
1990 NATIONAL AGREEMENT
LOCAL IMPLEMENTATION

1990-1993

MEMORANDUM OF UNDERSTANDING
BETWEEN

UNITED STATES POSTAL SERVICE
MANCHESTER, NH 03103-9996

AND

BRANCH 237 LOCAL 301, MANCHESTER,
NH

THE NATIONAL POST OFFICE
MAILHANDLERS DIVISION OF
THE LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO

JOHN HEGARTY
PRESIDENT, LOCAL 301
ADM. VICE PRESIDENT
ROBERT CHARRON



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J.	Determination of the date and means of notifying employees of the beginning of the new leave year.	Art. 10, Sec. 4A
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L.	Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.	Art. 8, Sec. 5B
M.	The identification of assignments	Art. 13, Sec. 3c
N.	that are to be considered Light Duty.	
O.		
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.	
Q.	The assignment of Employee Parking Places.	Art. 20, Sec. 4
R.	Current LMU does not contain an item R.	
S.	Those other items which are subject to local negotiations as provided in the following articles:	Art. 12, Sections as indicated.

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	ARTICLE 30 ITEM	NATIONAL AGREEMENT REFERENCE
	Miscellaneous (Hours of Work, Overtime)	Art. 8
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	Miscellaneous (Representation)	Art. 17
	Miscellaneous (Bulletin Boards)	Art. 22
	Miscellaneous (Telephone Use)	Art. 37

ITEM A

ARTICLE 8

ADDITIONAL OR LONGER WASH-UP PERIODS

1. Management will grant mailhandler employees a five (5) minute period before lunch and a five (5) minute period at conclusion of tour of duty to wash up.
2. Upon proper request to his or her immediate supervisor, an individual mailhandler may request and may be granted an additional reasonable period of time to wash up, provided such time is necessary due to the fact that the work performed is dirtier and more toxic than normal and the existing wash-up period is insufficient in this particular instance.

ITEM B

ARTICLE 31

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. The parties recognize that the Postal Service is the most vital part of the communications machinery of the USA and that, historically, this Post Office has provided this service to the public without interruptions; therefore as a matter of policy, postal operations will not be terminated at the Post Office

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unless the Postmaster determines that conditions so warrant.

2. Reasonable consideration shall be given, but not limited to, such factors/conditions as:
 - (a) The safety and health of the employees.
 - (b) Civil disorders.
 - (c) Acts of God.
 - (d) Hazardous weather conditions.
 - (e) Advice of local authorities.
 - (f) Bomb threat.

3. Management will notify the employees at the earliest possible time of termination or curtailment of postal operations. Such notifications will be by telephone, and/or available public media such as television or radio.

4. In the event of an emergency situation, the installation head will consult with the President of the craft to discuss any problems which may arise.

5. Local Management further recognizes its continuing obligation to scrupulously adhere to the regulations and intent for handling administrative leave as set forth in Section 519 of the ELM.

ITEM C

ARTICLE 10

FORMULATION OF LOCAL LEAVE PROGRAM

1. Notice will be posted on bulletin boards on February 1, stating the dates of choice vacation periods, the number of employees to be allowed off each week,

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1. the amount of leave employees will be allowed to take, and guidelines for choosing same.
 2. Vacations will be chosen by installation-wide seniority.
 3. A prime-time vacation week consists of seven (7) calendar days. Applications for leave and relinquishing of same will be in similar increments.
 4. When an employee cancels his vacation, the vacation time will go up for bid on an installation-wide seniority basis.
 5. For prime-time vacation periods which have been bid to the maximum allowed by quota, vacated periods shall be posted on the same day that written notification is provided to the Manager, GMF Operations, or his/her designee. The mail handler vacating the period shall make their intention known to relinquish same no later than ten (10) days prior to the start of the vacation period. All vacated periods shall be posted for a period of five (5) days, and the successful bidder shall be promptly notified, and the successful bid promptly posted for three (3) days. The union shall be given a copy of the cancellation notice on the day that it occurs.
 6. An employee who is the successful bidder on a relinquished vacation period shall cancel the vacation period he/she was previously awarded if this exceeds the time allowed by Article 10.3D1 and 2 of the National Agreement. Exceptions shall be granted by mutual agreement between the union and management.
 7. Management will consider all requests for annual leave submitted for special consideration on Form 3971 for extended special trips or tours.
 8. On individual basis, management shall consult with union officials and will give every possible consideration toward granting appropriate leave in situations of personal emergency.
 9. Any mailhandler employee who is first to submit Form 3971 for annual leave during the non-choice vacation period, shall be first to be considered for annual leave for the actual time off involved.
- ADMINISTRATION OF NON-CHOICE PERIOD ANNUAL LEAVE**
10. a. By tour and by facility - Non-choice period: Three (3%) percent off for full weeks with advance notice provided no less than the second Saturday preceding the week being requested. Fractions in excess of whole numbers will be rounded off to the next highest number.
 - b. Five (5%) percent off per day with seven (7) days advanced notice. Fractions in excess of whole numbers will be rounded off to the next highest number.
 - c. All other requests will be considered on an individual basis taking into consideration the needs of the employee and the needs of the service.
 - d. a, b, and c above will be on a first-come, first-served basis.

11. a. When a decision is made by management, during the tour, to grant annual leave due to operating conditions, annual leave will be granted by seniority on the tour subject to needed qualifications.
- b. Consistent with the needs of the Postal Service, union members shall not be denied annual leave to attend union meetings.
- c. Special consideration will be given to incidental annual leave requests for the purpose of observing ethnic and/or religious events, birthdays, anniversaries.
12. When calling in sick, a designated supervisor should acknowledge the request for sick leave.
13. When an employee makes same day request for incidental leave, if he/she has not received notification of management's action on his/her request by the requested departure time, it shall be considered automatically approved.
14. After the Annual Leave (AL) provisions of the LMOU are met, Management will consider approving requests for AL prior to considering requests for Leave Without Pay (LWOP).
15. A mailhandler who bids from one tour to another shall be granted his vacation period as approved if he/she has sufficient Annual Leave. This will not generate a reposting on the losing tours.

ITEM D
ARTICLE 10
THE DURATION OF THE CHOICE VACATION PERIOD

1. The choice vacation period will begin the third full week in May and continue for twenty-two (22) weeks. Additionally, the Manchester school vacation week in February will be included in the prime vacation period.
2. For the February prime vacation week employees will submit their requests, in duplicate, during the last two (2) full weeks in January. A copy of the Form 1547 will be returned to the employee indicating proof of submission. Management will have four (4) calendar days at the conclusion of the two (2) week period to indicate whose leave is approved and/or disapproved.
3. The period beginning December 26 through January 1 shall also be considered as part of the choice vacation period. A minimum of 13% rounded up to the next figure of the Mailhandler workforce by tour as of January 1 of each year shall be granted annual leave.

ITEM E
ARTICLE 10
THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

The vacation period shall commence on Monday.

ITEM F

ARTICLE 10

WHETHER EMPLOYEES AT THEIR OPTION MAY
REQUEST
TWO SELECTIONS DURING THE CHOICE VACATION
PERIOD,
IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS

1. Employees who earn thirteen (13) days annual leave per year shall be granted ten (10) days of continuous leave during prime time vacation period. Employees, at their option, may select ten (10) days consecutive or two (2) separate periods of five (5) days each.
2. Employees who earn twenty (20) or twenty-six (26) days annual leave shall be granted up to, but not more than, fifteen (15) days of annual leave during the prime vacation period. The employee at his or her option may take fifteen (15) days consecutively or two (2) separate periods of five (5) and ten (10) days, not to exceed fifteen (15) days as above.

ITEM G

ARTICLE 10

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 duty during their choice vacation period will be given

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another selection. This will not conflict with or eliminate another employee's choice vacation period. Military leave and jury duty absences will not be included in the quota allowed off each week.

2. Four (4) employees who are delegates to state or national conventions will be allowed off to attend. These four (4) will not be included in the maximum quota agreed to be allowed off each week during the choice vacation period.

ITEM H

ARTICLE 10

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

1. Thirteen (13%) percent of the mailhandler craft employees complement in the Manchester installation shall be allowed off each week of the prime time period. The thirteen (13%) percent shall be computed on the total number of the mailhandlers employed at the installation on the first day of the new leave year.

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ITEM I
ARTICLE 10

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

1. Employee applications for leave during the choice vacation period must be submitted on the appropriate form during the period February 1 to March 1. Employees should indicate their preferences and indicate the total number of weeks desired. Employees will submit the forms in duplicate to their immediate supervisor, who will initial one copy and return it to the employee as proof of submission. If the employee's seniority does not entitle them to approval of submitted request, they will be personally contacted.

2. The approved prime vacation leave schedule will be posted not later than March 30 and updated as changes occur.

ITEM J

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

1. A memorandum will be issued in the month of October reminding mailhandlers to use any annual leave in excess of 440 hours which cannot be carried

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over in the new leave year. This notice will also state the day when the new leave year begins.

ITEM K

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

1. Advanced annual leave for holiday off on the non-scheduled workday or the day before or the day after shall not be submitted by mailhandler employees more than thirty (30) days before the applicable holiday. Supervisors shall not approve or disapprove such request until one (1) hour after all mailhandlers on a tour have reported (this applies to regular start time).

2. Any request for annual leave submitted to the immediate supervisor on Form 3971 which is not disapproved within forty-eight (48) hours shall be deemed approved. At the discretion of the employee, requests for leave shall be submitted in triplicate on Form 3971, and the supervisor shall sign all copies acknowledging receipt and return one to the employee at the time of submission. The supervisor shall return a second copy of the 3971 to the employee upon approval or disapproval of the request. Request for incidental annual leave for less than 32 hours will not be submitted any sooner than 30 days before the date(s) requested, which also includes the period of time defined as the choice vacation period. Exceptions will be considered on an individual basis. If the request is not approved, the employee will resubmit in accordance with this procedure.

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3. When more than one employee submits a request for incidental annual leave for the same period, at the same time, seniority shall prevail.

4. First preference for annual leave granted in increments of less than eight (8) hours will go to employees on their regular scheduled work day on a first-come, first-served basis rather than employees working on their non-scheduled days off.
ITEM L

ARTICLE 8

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

1. Overtime Desired Lists shall be by tour at each facility (GMF/Stations/Branches/Annexes).
2. There will be three (3) Overtime Desired Lists for each tour. The three lists are defined as: Before Tour, After Tour, and Non-Scheduled Day.
3. In administering the scheduling of overtime, the sequence will be:
 - a. Those on the appropriate Overtime Desired List (pre-tour, post-tour, non-scheduled day) by tour and seniority on a rotating basis.
 - b. Involuntary scheduling of those not on the appropriate Overtime Desired List by tour and facility by inverse seniority, on a rotating basis.
4. A mailhandler who has been designated the successful bidder on a different tour shall have the

opportunity to place their name on the Overtime Desired Lists(s). The employee shall not be entitled to overtime opportunities which occurred prior to his name being placed on the list.

5. The above does not apply if an employee bids off a tour and returns in the same quarter and his/her name was not on the list for that tour originally. Exceptions to this restriction will be made by mutual agreement between the Union and Management.

6. After being properly scheduled by Management for overtime, a mailhandler on an Overtime Desired List who is then excused shall be considered to have received their overtime opportunity.

7. In cases where mailhandlers fail to work the overtime as scheduled and have not been excused, the union, management, and employee will consider the option of the employee removing his/her name from the Overtime Desired List.

8. A mailhandler may request that his/her name be removed from the Overtime Desired List (OTDL) at any time during the quarter. However, Management does not have to immediately honor the request if the employee has been pre-scheduled for overtime at the time the request is made.

ARTICLE 13

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY

1. When a mailhandler requests a light duty assignment and is eligible for such in accordance with Article 13 of the National Agreement, management and the union shall review all pertinent data pertaining to the individual case and make a decision on a suitable light duty assignment.
2. Light duty for all tours shall include, but not be limited to, the duties below:
 - a. Culling operations
 - b. Tying of mail
 - c. Flip Flop Mark 2
 - d. Cancelling on the Manual Feed Cancelling Machine
 - e. Sweeping cases
 - f. Loading ledges
 - g. Prepping mail - Flat Sorter and OCR
3. The light duty assignment shall not be used to bump an employee from a regularly bid position.
4. Employees whose requests for light duty are approved, shall be assigned to operations where work exists within their physical limitations. First consideration will be given to modifying these employees, regular work assignments.

5. Employees from other crafts working light duty assignments in the mailhandler craft shall cover tours one and three and tour two as a last resort.

6. The addition of a station, branch, or operation shall justify a special meeting to discuss the application of the light duty provisions.

ITEM 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. Tours are defined as follows:
 - Tour 1 - 10:00 p.m. and 11:00 p.m. start times.
 - Tour 2 - 6:30 a.m. start times.
 - Tour 3 - 1:30 p.m. 2:00 p.m., 3:00 p.m. 6:00 p.m. start times.

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 at the local level will meet to identify the appropriate section (tour) that these positions will be assigned for the purpose of excessing within the facility.

ITEM Q

THE ASSIGNMENT OF EMPLOYEE PARKING PLACES

1. There will be ample parking for all mailhandlers of the Manchester GMF. There will be no reserved parking in the employee parking area except as provided in paragraph 2 below. Parking will be on a first-come, first-served basis. In the event that mailhandlers are assigned to a facility away from the GMF, management will make every effort to provide parking.

2. One (1) designated reserved parking space at the GMF will be provided to the local union. On January 1 of each year the union shall designate who the individual is, by official title.

ITEM S

ARTICLE 12

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

ARTICLE 12, SECTION 3B5

1. When the duties or principal assignment area of a position are changed, management shall consult with the union to determine if the position requires reposting.

ARTICLE 12.3 E 3 e

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

- a. Casuals
- b. Employees from other crafts
- c. Part-time employees
- d. Full-time employees working overtime by juniority
- e. Full-time employees not working overtime, by juniority

2. The movement of full-time regular mailhandler employees from their bid assignment area to another shall be by inverse seniority unless senior mailhandler employees volunteer and/or the reassignment is to a best qualified mailhandler position requiring special qualifications. The movement back into the assignment area shall be by seniority unless a special qualification is required.

ARTICLE 12, SECTION 4

1. The installation shall be comprised of the following bid assignment areas:

Incoming

Outgoing

Currently Manchester, Concord, All other operations not and Nashua City operations identified as Incoming

ARTICLE 12, SECTION 6 C 4 a

1. For the purpose of excessing or reassigning to the needs of a section within the installation, Tour I, II, and III shall be considered separate sections.

2. When there is a vacant no bid position, it will be assigned to the Junior unassigned regular. If more than one no bid position occurs, the affected unassigned regulars will be allowed to select the position they desire by seniority.

MISCELLANEOUS

ARTICLE 8

1. Each regular mailhandler craft employee's work week will be five (5) days of a service week, each day consisting of eight (8) hours, within nine (9) consecutive hours with fixed off days.
2. All full-time mailhandlers will be assigned fixed days off.
3. When regular mailhandler assignments are to be posted, consideration will be given to maximizing weekend off days.
4. When possible, full-time regular mailhandlers shall have Friday and Saturday or Saturday and Sunday, or Sunday and Monday, as consecutive days off.
5. Each newly designated position having split days off shall be posted for bid only after Management has advised the union that no other course is available.
6. On any tour when a temporary higher level mailhandler assignment occurs, it shall be designated to the senior qualified full-time mailhandler who normally works that day and is not on overtime.*

7. When overtime is necessary for the completion of work, normally performed by mailhandlers, such overtime will be performed by mailhandlers when they are available.

8. Except during the month of December, mailhandlers will be given thirty (30) minutes notice before being scheduled for overtime. Management will provide as much advance notice as possible, but should operating conditions preclude providing the aforementioned thirty (30) minutes advance notice, it will advise the union of such operating conditions prior to scheduling the required overtime.

* or working their holiday has been deleted from LMOU.

MISCELLANEOUS

ARTICLE 10

1. Management shall grant three (3) hours to an employee within his/her tour of duty to donate blood, providing that the blood bank donation center is open within his tour of duty. Form 3971 must be approved in advance by the immediate supervisor and also signed by the Red Cross.

MISCELLANEOUS

ARTICLE 12

PRINCIPLES OF SENIORITY, POSTING, AND REASSIGNMENTS

1. Management shall furnish the union, quarterly, current seniority rosters of the employees showing the name and seniority date. The union shall be notified of all changes affecting this roster.
2. The Administrative Vice President or other designated union representative shall be notified and given an opportunity to review all revised and/or newly established craft positions prior to posting.
3. Vacated or newly established mailhandler positions and/or eight (8) hour duty assignments will be posted for bid among all full-time regular mailhandlers unless reverted by local management as set forth in the National Agreement.
4. Employees on leave shall be notified of any vacancies if they provide a self-addressed penalty envelope for use in sending the notification.
5. Job bids will be posted at all work locations, units, and/or facilities where regular, full-time mailhandlers are assigned.
6. If management is to cover the full day absence of a regular mailhandler in a given job assignment, the job will be covered first by another regular mailhandler, if qualified and agreeable, and, secondly, by the junior qualified mailhandler.

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7. When it is proposed to take any action regarding the shifting of operations, the employer shall notify the union as far in advance as practicable, when possible, at least 30 days notice shall be given.

8. Management will provide a separate bid box for the mailhandlers.

9. Mailhandler job bids are to be submitted on Form No. 1717 and deposited in the job bid box at the Manchester, NH Post Office. Management will insure that an adequate supply of Form No. 1717 are available for eligible full-time regular mailhandlers. A representative of both management and local union will be present at the opening of bids to insure verification of bids received.

10. Management shall provide the union with copies of all posted notices which affect the mailhandler craft.

MISCELLANEOUS

ARTICLE 17

REPRESENTATION

1. The installation head shall meet the appropriate representative of the mailhandler organization on the second Tuesday, monthly, at 9:00 a.m.
2. Labor/Management meetings will not exceed one (1) hour unless it is mutually agreed to extend.
3. Changes in dates or time of regular meetings will be considered when mutually agreed to by management and organization.

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4. Items submitted for discussion should be limited to those of concern to the mailhandler craft only.
5. Not more than one (1) representative for the craft shall be in attendance at each regular meeting on pay status, but up to six (6) employees shall be permitted to attend.

MISCELLANEOUS

ARTICLE 22

BULLETIN BOARDS

1. Management shall continue the past practice of providing bulletin boards: one bulletin board glass enclosed, a second bulletin board open.

MISCELLANEOUS

ARTICLE 37

1. Local Management will establish, in writing, to the designated mailhandler Administrative Vice President, the Manchester, NH policy as to the use of telephones by designated union representatives for legitimate business related to the administration of the National Agreement. Such policy will conform to the criteria established in Article 37, Section 5 of the 1990 Agreement.

MISCELLANEOUS

1. A union official or his/her designee shall be allowed to use the public address system when the announcement has been cleared with management.

This Memorandum of Understanding is entered into on 7/31/91, at Manchester, New Hampshire, between representatives of the United States Postal Service and the Designated agent of the National Post Office Mailhandlers, Watchmen, Messengers and Group Leaders Division of the Laborers International Union of North America, AFL-CIO, pursuant to the local implementation provision of the 1990 Mailhandlers National Agreement.

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