

MEMORDANDUM OF UNDERSTANDING

Between

UNITED STATES POSTAL SERVICE

SPRINGFIELD NETWORK

DISTRIBUTION CENTER

AND

NATIONAL POSTAL

MAIL HANDLERS UNION

ROBERT BROXTON

President, Local 301

ROBERT MCKINNEY

President, Branch 36

2011-2015

## **ITEM A**

### **ADDITIONAL OR LONGER WASH-UP PERIODS**

1. Management will ensure that all supervisors grant wash-up time to all employees engaged in dirty work and/or with toxic materials as follows:
  - A. A reasonable amount of wash-up time will be granted to all employees engaged in dirty work and/or with toxic materials. The amount of wash-up time granted will vary with the circumstances in each individual case.
  - B. The Employer is aware that mail handlers working on the sack sorters and the sack shakeout may occasionally need more frequent or additional wash-up time by the nature of their work.

## **ITEM 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. The determination to terminate or curtail Postal operations to conform to orders of local authorities or as local conditions warrant will be made solely by the postmaster or his/her designee after all factors are taken into consideration in each instance.
2. The Employer will advise the union concerning the appropriate action to be taken when the emergencies of such a nature that advance notice is possible.
3. The Employer shall notify the employees at the earliest possible time of curtailment or termination of Postal operations. Such notification shall be by the best means available.
4. The Employer will base their decision with the safety and welfare of the employees as the primary concern.
5. The Employer will recognize the right of the Branch President, NPMHU, or his/her designee, to meet with the Postmaster, or his/her designee, as soon as possible and attempt to resolve any differences on the fact whether or not an emergency exists.
6. In those instances where operations are curtailed or terminated as set forth above, the Employer will grant leave in accordance with the Employee and

Relations Manual. When administrative leave is not granted during an emergency situation, annual leave will be granted.

7. When a threat or warning about a bomb in the Springfield NDC is received, the immediate area or areas of work where the bomb is suspected to be shall be evacuated immediately.

### ITEM C

#### FORMULATION OF LOCAL LEAVE PROGRAM

##### 1. WORK UNITS FOR VACATION PURPOSES BY TOUR

- A. NDC by pay location and tour
- B. APPS by pay location and tour
- C. FSS by pay location and tour
- D. NDC North by pay location and tour
- E. Main Street Station / Forest Park by tour

Note: If management establishes new or additional work units, then those work units shall be the subject of re-negotiations for vacation purposes.

2. Military leave taken during the choice vacation period (prime time) will not be charged to the choice vacation period (prime time). Employees on military leave may be granted another period provided that no other mail handler is deprived of his first choice.
3. Any approved vacation period that becomes open due to cancellations, shall be granted to the next senior employee in that work unit who submits a request, provided the employee has sufficient leave. This shall apply to the original residual vacancy only.
4. A mail handler transferring from one work unit to another work area or from one tour to another tour shall be granted his vacation period as previously granted in the unit from which said mail handler transferred.
5. Choice vacation selection forms shall be posted in each work area on the 1<sup>st</sup> Saturday in February and remain posted for 21 consecutive days. Vacations will be solicited on a seniority basis by work units.
6. Exclusive of the prime vacation and month of December, management on each tour will grant at least nine percent (9%) of the total number of scheduled

employees on each tour/section annual leave consistent with ITEM K1, Fractions in excess of a whole number will be rounded off to the next higher whole number.

7. Copies of all approved vacation schedules shall be sent to the branch president, NPMHU.
8. During prime time, and including the month of December, management on each tour shall grant at least nine percent (9%) of the total number of scheduled employees on each tour/section annual leave consistent with ITEM K1. This 9% is not to exceed the percentages in ITEM H during prime time.
9. Vacation requests and annual leave requests that encompass two (2) or more separate weeks must be submitted on individual PS 3971s for each week requested. Exceptions may be granted by agreement between management and the union in writing.

#### **ITEM D**

#### **THE DURATION OF THE PRIME TIME/CHOICE VACATION PERIOD**

The prime time/choice vacation period will be from the third Saturday in May to the second Friday in September.

#### **ITEM E**

#### **VACATION PERIOD START DAY**

A. An employee's vacation period shall start on Saturday during the prime time/choice period. Exceptions may be granted by agreement between management and the union in writing.

1. The definition of a vacation period as described in all parts of the LMOU (within Prime Time/Choice and outside of Prime Time/Choice) is a minimum of thirty-two (32) hours of annual leave.
2. Employees who have approved annual leave for a vacation period will be required to utilize all leave approved unless their leave is cancelled with management in advance on / or before the Friday prior to the start of the vacation period. Employees will be allowed to cancel all or part of their approved leave

#### **ITEM F**

**WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO (2)  
SELECTIONS DURING THE CHOICE VACATION PERIOD (Prime Time) IN  
UNITS OF EITHER FIVE (5) OR TEN (10) DAYS**

Employees may request two (2) selections in accordance with Article 10, Section (3) (D) of the National Agreement. However, second selections, be it in units of 5 or 10 days will be granted by seniority only after all mail handlers have been afforded their first selection.

**ITEM G**

**WHETHER JURY DUTY OR ATTENDANCE AT NATIONAL OR STATE  
CONVENTIONS SHALL BE CHARGED TO THE PRIME TIME/ CHOICE  
VACATION PERIOD**

Jury duty for all employees will not be charged to the choice vacation period (Prime Time).

Attendance at national union conventions shall not be charged to the choice vacation period (Prime Time) for a minimum of ten (10) elected delegates. Attendance at state and local union conventions shall be charged to the choice vacation period (Prime Time) unless decision is made by the branch president, NPMHU, to supersede attendance at national.

**ITEM H**

**DETERMINATION OF THE MAXIMUM PERCENTAGE OF EMPLOYEES  
WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE  
VACATION PERIOD (Prime Time)**

1. The percentage on the mail handlers who shall receive leave each week during the choice vacation period (Prime Time) will be as follows:
  - A. Twenty-five (25%) from the beginning of the choice vacation period (prime time) until the end of the second full week in August.
  - B. Fifteen percent (15%) from the end of the second full week in August until the end of the choice vacation period (prime time).
2. Computations of the percentages noted above will be as follows:
  - A. Full-time regular and Part-time regular mail handlers within units stated in ITEM C.

3. Fractions in excess of a whole number will be rounded off to the next higher whole number.

#### **ITEM I**

##### **THE ISSUANCE OF OFFICIAL NOTICE TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED**

Approved vacation lists will be posted in the concerned work areas within two (2) weeks after the closing date of application with copies to the branch president of NPMHU.

Within two (2) weeks of posting of approved vacation (s), employees must submit PS 3971 (s) for approved vacation period(s). Failure to do so will result in forfeiture of the vacation period(s).

#### **ITEM J**

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

A notice will be posted in all order books by October 1<sup>st</sup> of each year as to the beginning of the new leave year.

#### **ITEM K**

##### **THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD (Prime Time)**

1. Applications for annual leave must be submitted by Tuesday of the week before annual leave is desired. Employees by seniority must be advised if the leave has been approved or disapproved not later than Wednesday of the week before annual leave is desired. This shall not bar requests for individual days or parts thereof from being submitted for approval on a day-to-day basis. Requests for individual days or parts thereof shall be approved on a day-to-day basis if the guarantee in ITEM C #7 or #9 is not met, provided those requests are submitted at least 23 hours prior to the beginning of the leave period. Those requests will be approved or disapproved by the end of the service day in which the requests were submitted based on seniority. Those requests submitted less than 23 hours prior to the leave period will be given full consideration. When more than one application is received for the same period, seniority will be the governing factor.
2. Applications for annual leave for thirty-two (32) hours or more for periods other than the choice vacation period (prime time), including the month of

December, may be submitted between fifty (50) and forty-five (45) days prior to the start of the service week in which the leave is to begin. Employees will be advised if the leave has been approved or disapproved forty (40) days before the period of desired leave is to begin. When more than one (1) application is received for the same period, seniority will be the governing factor.

3. When there is an early out, seniority will be the governing factor only, after all previously denied requests are solicited in accordance with (1) above. Solicitations for early out will be by section and tour.
4. All requests for annual leave will be granted prior to granting requests for leave without pay and requests for change of schedule unless otherwise agreed to by the union and management on a case by case basis.
5. If the employee is not notified with the required time limits specified in ITEM K, then the leave shall be automatically granted. However, if the employee is not at work on the Wednesday notification day as specified in ITEM K #1, management will make at least one attempt to contact the employee by telephone, with the time(s) of the call(s) noted on Form 3971.
6. All approved incidental leave of four (4) or more hours must be utilized unless it's cancelled with management at least 23 hours prior to the start of the service day on which the leave is scheduled. The next senior employee denied leave shall be notified and granted the leave opportunity not to exceed the percentages in Items C and H.
7. All approved leave in conjunction with a Holiday or Designated Holiday must be utilized unless it's cancelled with management by Friday of the service week prior to the Holiday posting.

#### **ITEM 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 P of this LMOU. A separate rotation will be maintained for each type of overtime, before tour, after tour, and \*days off. Employees will be allowed to sign up for 1, 2 or all three (3) options.

\* = employees will be allowed to sign up for one or both of their non-scheduled days

2. An employee on a "change of schedule" remaining in their OTDL section, as defined in ITEM P, will retain their position in the OTDL rotation. An employee on a "change of schedule" to another OTDL section, as defined in ITEM P, may change to the new OTDL with the understanding that they are not allowed back on their old OTDL for the remainder of the quarter.
3. Those mail handlers scheduled for overtime shall be assigned to their bid assignment if work is available. This will not be to the detriment of those employees working their bid assignment on their regular scheduled day.
4. Except during emergency situations of a non-recurring nature, all mail handlers shall be notified both verbally and by time clock posting of overtime at least one (1) hour prior to the end of the tour in all NDC operations.
5. Copies of the quarterly overtime desired lists shall be provided to the branch president of NPMHU.
6. When overtime is scheduled on the preceding day, both verbal and written notification shall be posted in each mail handler work area before the end of tour.
7. When it is necessary to notify employees by telephone of BT and NSD overtime opportunities, one (1) call will be made. When the overtime opportunity is limited, one call will be made; in the event a message is left there will be a thirty (30) minute period for a call back from the employee. If there is no call back, the employee forfeits the overtime opportunity and the opportunity will be offered to the next employee on the OTDL rotation. The time of each call will be noted on the overtime call sheet.
8. For non-scheduled day overtime, selection will be made by seniority on a rotating basis among all mail handlers on the OTDL with that as non-scheduled day.

### **ITEM M**

#### **THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS**

1. TEMPORARY LIGHT DUTY
2. All light duty requests must be applied for in accordance with the light duty SOP.
  - A. No employee will be assigned to light duty in a job where it would displace an employee on his regular bid assignment. Exceptions may be granted when both the employer and the union agree in writing on a case by case basis after all bid holders have been assigned.



- B. Management must make every effort to provide eight (8) hours work for light duty personnel.
- C. When work is not available in the temporary light duty assignment and/or other light duty assignments, those employees will be required to go home, by juniority, on leave, or leave without pay.

**3. PERMANENT LIGHT DUTY**

- A Five (5) mail handler positions in the NDC shall be put aside for this purpose at this time.

**ITEM N**  
**LIGHT DUTY ASSIGNMENTS**

- 1. Management shall consult with the union in determining the criteria for light duty assignments. When an employee's request is approved, light duty shall be assigned if available. The provisions of Article 13 shall apply.
- 2. Employees assigned to light duty shall be assigned to their normal tour and non-scheduled days and may be subject to change based on light duty available at the time.
- 3. In an effort to provide eight hours of light duty work for light duty mail handlers on any particular day, management shall ensure movement of light duty mail handlers to all light duty areas designated in ITEM O of the LMOU if work is available.
- 4. These provisions shall also apply to Part-Time Regulars within their own category.

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

- 1. Rewrap area
- 2. LIM (Loose in the Mail / Debris) Area
- 3. Priority hand-sort belt, NDC East

4. Other duties within the craft shall be agreed upon between management and the branch president, NPMHU or his/her designee on a daily basis.

Any future mechanization that affects permanent / temporary light duty assignments will be just cause to re-negotiate those assignments. A copy of light duty assignments shall be furnished to branch president, NPMHU, or his designee.

## ITEM P

### IDENTIFICATION OF ASSIGNMENTS

1. The identification of assignments comprising a section for the purpose of mail handler reassignments shall be by tours as follows:

NDC	TOUR 1	TOUR 2	TOUR 3
APPS	TOUR 1	TOUR 2	TOUR 3
FSS	TOUR 1	TOUR 2	TOUR 3
NDC North	TOUR 1	TOUR 2	TOUR 3
MSS/FPS	TOUR 1	TOUR 2	TOUR 3

2. For Holiday scheduling and scheduled day overtime sections shall be by tour for each unit noted above.
3. Employees having different starting times other than those above shall be considered part of the tour in which they spend the majority of their work hours.
4. Qualified FTR employees not selected to work on their holiday schedule may volunteer to work in a different section/tour provided there are no mail handlers being forced to work in their section/tour and provided it doesn't conflict with their regular scheduled tour. Said requests to work in a different section / tour must be submitted in writing to management by Wednesday of the week preceding the service week in which the holiday falls.

## ITEM Q

### THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

1. Parking will be on a non-assigned basis. Employees may park in any spaces not designated for individuals, Government vehicles, visitors, handicapped, or supervisors.
2. Management shall consult with the union concerning any changes which would affect craft parking.
3. One (1) specific parking place to be identified for branch president, NPMHU, Branch 36, Local 301.
4. The mail handler craft shall be provided free parking spaces as long as free parking is provided for other craft employees.

#### **ITEM 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**

1. Annual leave to attend union activities requested prior to the choice vacation schedule will not be charged to the choice vacation period (prime time) for elected local delegates.

#### **ITEM S**

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

#### **ARTICLE 12, SECTION 3B (5)**

As defined in Article 12, Section 3B (7) of the National Agreement

#### **ARTICLE 12, SECTION 3C**

Bids for all craft assignments will be posted on all official bulletin boards and in all order books. Copies of the notice shall be given to the administrative vice president, LIUNA, or his designee.

#### **ARTICLE 12, SECTION 3e (3) (E) – ORDER OF MOVEMENT FOR ASSIGNMENT OUTSIDE THE BID ASSIGNMENT**

1. Casuals
2. MHA
3. Regular mail handlers from other sections, as defined in ITEM P, and unassigned regulars by juniority.
4. Change of schedule from other tours not working their bid assignments.
5. Reassigned full-time regular mail handlers not working their bid assignment (same tour/section).
6. Change of schedule from same tour working bid assignment
7. Full-Time Regular mail handlers with bid working overtime. Full-Time regulars with bid working \*holiday by juniority.
8. Part-Time Regulars working their bid
9. Full-time regular mail handlers with bid, working regular schedule – by juniority.
10. Reassignments back into bid assignment shall be by seniority among full-time regulars with bid in area.

\* = denotes holiday or designated holiday, voluntary or mandatory

**ARTICLE 12, SECTION 4 – As defined in ITEM P**

**ARTICLE 12, SECTION 6c (4) A – As defined in ITEM P**

**ARTICLE 13, SECTION 3 – As defined in ITEM M, N, and O**

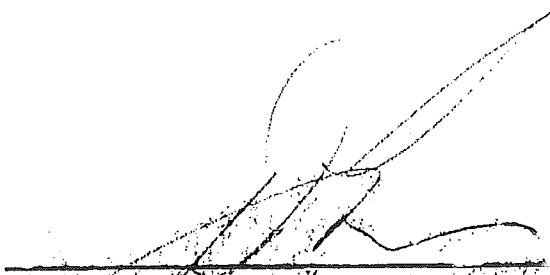
**ITEM T**  
**LOCAL IMPLEMENT OF THIS AGREEMENT RELATING TO**  
**SENIORITY, REASSIGNMENTS, AND POSTING**

1. All newly established duty assignments shall be posted within ten (10) days of their creation.
2. The branch president, NPMHU or other designated union representative shall be notified and given an opportunity to review all vacant and newly established craft positions prior to posting.
3. Posted vacancies which do not receive a bid shall be awarded to the junior full-time unassigned mail handler.
4. All full- and part-time regular mail handlers must have bid assignments as provided for under Article 12.

5. When posting full- and part-time regular mail handler bid assignments, management shall make every effort to maximize weekends as non-scheduled days: (Friday – Saturday), (Saturday – Sunday), (Sunday – Monday).
6. For the purpose of higher level vacancies, each bid assignment shall be considered the immediate work area. Higher level assignments must be offered by seniority to qualified mail handlers (bid holders) within the bid assignment in which the vacancy exists. If not filled, the higher level vacancy will be offered by seniority to qualified mail handlers working within the pay location in which the vacancy exists. Then, if not filled, the higher level vacancy shall be offered by seniority to the qualified mail handlers in the section/tour.
7. An updated seniority list must be provided to the branch president, NPMHU or his designee on a monthly basis unless there is no change.
8. Any new operation or addition of mechanization to be manned by mail handlers will be the subject of new negotiations to define the section(s).
9. If mail handlers are needed at other sections, as defined in Item P, on a temporary basis to perform mail handler duties, the selection must be made by juniority as long as he/she has the needed skills. When traveling from duty site to duty site, time allotted will be on the clock at all times.
10. If mail handlers are needed at other sections, as defined in Item P, on a temporary basis to perform higher level duties, solicitation will be section-wide by seniority and qualifications.
11. Once a bid is posted and changes are necessary the bid shall be pulled and re-posted in the next bid cycle.

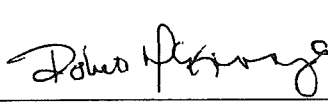
## LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on October 31, 2013 at the Springfield Network Distribution Center, the representatives of the United States Postal Service, and the designated agent of Branch 36, Local 301 of the NPMHU, pursuant to the Local Implementation Provisions of the 2011 National Agreement with the National Postal Mail Handlers Union. This LMOU is applicable to the Springfield NDC and the Springfield Post Office. The effective date for all changes made during this period of Local Implementation shall be October 31, 2013 unless otherwise noted.



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For the United States Postal Service  
Duane Lariviere  
Lead Plant Manager  
Springfield Network Distribution Center



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For the Union  
Robert McKinney  
President, Branch 36  
Local 301, NPMHU