

**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, WHITE RIVER JUNCTION, VT

2011 NATIONAL AGREEMENT

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MEMORANDUM OF UNDERSTANDING
NATIONAL POSTAL MAIL HANDLER UNION/LIUNA

(A) WASH-UP PERIODS

The Installation Head shall grant five (5) minutes wash-up time to all employees prior to lunch break and a five (5) minute period prior to clock-out time. Additionally, Management will insure that supervisors grant a reasonable amount of wash-up time for unusual circumstances when an employee is in contact with a substance, or material, which is detrimental to the handling of mail. The amount of wash-up time granted will vary with the circumstances in each individual case, and will be determined by the immediate supervisor upon notification by the affected employee.

(B) CURTAILMENT OF POSTAL OPERATIONS

Guidelines for the curtailment or termination of postal operations to conform to directives of local authorities, or as local conditions warrant because of emergency conditions shall consist of and be administered as follows:

In the event a reduction in the number of employees caused by the curtailment or termination is necessary, the selection system shall be governed by inverse seniority with casuals, mail handler assistants, part-time flexibles, part-time regulars and unassigned regulars released in this order.

In localized unforeseen long term emergency circumstances where curtailment of part or all of the operational activities of the facility are necessitated, the P & DC Plant Manager/Postmaster or his/her designee will consult with the Branch President, National Postal Mail Handler's Union, or his/her designee as soon as possible as to the action to be taken regarding those workers affected. The decision will be made as how best to notify those workers affected. The decision as to the curtailment of service or termination of postal operations is the responsibility of the P & DC Manager/Postmaster.

(C) FORMULATION OF LOCAL LEAVE POLICY

- (1) Management will post a notice by January 15th advising employees that selections for the choice vacation period will begin on March 1st.
- (2) Granting of choice vacation period leave will be accomplished by a meeting between employee(s) and a mutually agreed upon mail processing representative on a person-to-person basis. These meetings will be scheduled by seniority.
- (3) Employees who will not be available for person-to-person meeting will be responsible for advising their Tour Manager Distribution Operations in writing of their choice(s), prior to their absence. Each employee should submit alternate date(s) in the event their first choice(s) are not available.
- (4) Employees who fail to indicate their choice vacation period request when their seniority is reached will forfeit the right to select at that time. Those bypassed senior

employees will be allowed to re-enter the selection process at any time, and shall be able to select from any remaining open vacation periods, with preference over all junior employees for whom no vacation has yet been scheduled. Those junior employees previously granted vacation in accordance with this provision will retain those dates (MHA employees shall only be offered CVP after all Regular Full-Time and Part-Time employees have had the opportunity to select their CVP Leave, see Item F).

- (5) A notice showing employees' leave allocations for choice vacation period shall be posted by April 1 for the current year.

(D) DURATION OF CHOICE VACATION PERIOD

The choice vacation period shall be in two parts. The first will begin on the Saturday preceding Memorial Day and end on the Friday preceding Labor Day. The second part will be the service week including Thanksgiving Day, plus the service week that immediately precedes Thanksgiving week.

(E) BEGINNING DAY OF EMPLOYEE'S VACATION PERIOD

- (1) The vacation period shall start on the first duty day following the employee's normal non-scheduled days. Example: For an employee whose normal non-scheduled days are Wed/Thu, the employee's first day of leave would begin on Friday and run for five (5) continuous work days with the last day of leave being Tuesday.

Mail Handler PTF/MHA employees will be assigned two (2) NSD's on the service week(s) that they have selected for their prime time leave, in accordance with the National and Local Agreements. These NSD's will be Saturday and Sunday of that service week(s). This means that their first day of leave will begin on Monday and run for five (5) consecutive work days.

- (2) Under normal conditions, employees who elect to cancel annual leave must do so within a minimum of two (2) weeks prior to the starting date of the vacation. The request will be in writing to the Tour Manager of Distribution Operations, or Management Designee, with duplicate copy to the Union Representative. If this process is not used, the employee shall not report to work during the period that they were previously scheduled for annual leave. Emergency situations may be jointly reviewed and considered by Management and Union Officials.
- (3) Under normal conditions, Management will post the canceled choice vacation period as soon as practical for a period of five (5) consecutive days on the scheduling bulletin board. Said vacation will be awarded to the senior applicant, providing they have not been awarded their maximum leave during the prime time vacation period as outlined in Article 10.3(D).

(F) OPTION TO REQUEST CHOICE VACATION PERIOD LEAVE

- (1) The number of selections for leave in units of five (5) or ten (10) working days during choice vacation periods shall not exceed two (2) nor exceed the limits of the National Agreement. Incidental A/L during CVP shall be granted on a first come first serve basis. Seniority will always be the tie-breaker. Management shall grant a combined total of previously chosen CVP selections and incidental leave equal to a daily minimum of twelve percent (12%) of the Mail Handler career work force as set forth on March 1st for CVP.
- (2) For incidental leave during CVP, employees who elect to cancel annual leave (of more than sixteen (16) hours) must do so within a minimum of two (2) weeks prior to the starting date of the vacation. The request will be in writing to the Tour Manager of Distribution Operations, or Management Designee, with duplicate copy to the Union Representative. If this process is not used, the employee shall not report to work during the period that they were previously scheduled for annual leave. Emergency situations may be jointly reviewed and considered by Management and Union Officials. For leave cancellations of sixteen (16) hours or less, Mail Handlers must notify the Tour Manager of Distribution Operations, or Management Designee, verbally at least twenty-four (24) hours prior to the start of the leave, or they shall not report to work.
- (3) Incidental leave requests submitted for consecutive dates (not separated by NSD's) will be considered a block of leave for cancellation purposes only. For example: An employee submits a PS Form 3971 for Tuesday/Wednesday of the service week. Then said employee submits a PS Form 3971 for Thursday/Friday of the same service week, with no NSD's in between, this will be considered a thirty-two (32) hour block of leave for cancellation purposes only. This applies to incidental leave requests throughout the calendar year including the CVP.
- (4) Mail Handlers shall be allowed to cancel leave up to ten (10) times during the calendar year, but no more than four (4) times during the CVP.
- (5) MHA employees will only be allowed to select one (1) week of CVP by order of their ranking and in accordance with the provisions of Article 10.2(c) of the National Agreement (MHA's must have forty (40) hours of leave available to select CVP).
- (6) MHA employees shall only be offered this CVP opportunity after all Regular Full-Time and Part-Time employees have had the opportunity to select their CVP Leave. MHA employees cannot select from any CVP week that has already been denied to a Regular F/T or P/T employee. Additionally, MHA's may not select CVP leave that includes a holiday, or day(s) in conjunction with a holiday.
- (7) PTF employees shall not be granted incidental leave during CVP on any holiday, or day(s) in conjunction with a holiday (this only applies to incidental leave requests, not CVP leave selection).

- (8) MHA employees may submit for incidental leave during CVP, if the MHA(s) has enough leave to cover the request at the time of submission. Management may approve such requests at their discretion, but such leave shall not be granted on any day(s) that has already been denied to a Regular F/T or P/T employee.
- (9) MHA employees shall not be granted incidental leave during CVP on any holiday, or day(s) in conjunction with a holiday.

(G) JURY DUTY & ATTENDANCE AT NATIONAL OR STATE CONVENTIONS

Time to attend the National Convention for one (1) delegate not to exceed five (5) working days shall not forfeit that employee's vacation posted as of April 1st, nor shall it be counted toward percentage allowed during choice vacation period. Jury duty shall not be counted toward CVP.

A second delegate who may be authorized under Item (R) will have his/her leave charged toward the twelve percent (12%) authorized leave percentage.

(H) DETERMINATION OF PERCENTAGE OF EMPLOYEES TO RECEIVE LEAVE DURING CVP

- (1) A minimum of twelve percent (12%) of the Mail Handler career work force (rounded off to the nearest whole number) on March 1st of each successive year will be granted annual leave during the choice vacation period.
- (2) No employee shall have his/her scheduled leave canceled because of unexpected absences even if it is necessary to pay overtime in order for him/her to take their vacation.

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

CVP Selections granted at the time of interview will be documented with the Form 3971 within constraints of (F) above.

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

Management shall, no later than November 1st, publicize on official bulletin boards the beginning of the new leave year.

(K) PROCEDURES FOR SUBMISSION OF APPLICATION FOR ANNUAL LEAVE OTHER THAN CVP

- (1) All applications for leave during non-prime time will be submitted to the supervisor in triplicate.
- (2) Management will provide a leave box to be kept available to the employees for collection of leave applications. The immediate supervisor will sign the leave application on the appropriate signature line, and return all copies to the employee. The employee will place the original and one (1) copy in the collection (leave) box for approval.
- (3) Non-prime time annual leave requests submitted during the same calendar year will be considered timely. Leave requests for January and February of the New Year will be considered timely if submitted after November 1st of the preceding year. Granting will be on a first come, first serve basis. Seniority will always be the tie-breaker. Normally, employees will be notified concerning their leave request within five (5) days.
- (4) During the period not designated as choice vacation time, a daily minimum of twelve percent (12%) of the Mail Handler career work force shall be granted annual leave on a first come, first serve basis. Seniority will always be the tie-breaker. The period from Christmas Day to New Year's Day, inclusive, shall be available as non CVP incidental leave up to a daily minimum of thirteen and one half percent (13.5%) of the Mail Handler career work force.
- (5) PTF employees shall not be granted incidental leave on any holiday, or day(s) in conjunction with a holiday.
- (6) PTF employees shall not be granted incidental leave during the month of December.
- (7) MHA employees may submit for incidental leave, if the MHA(s) has enough leave to cover the request at the time of submission. Management may approve such requests at their discretion, but such leave shall not be granted on any day(s) that has already been denied to a Regular F/T or P/T employee.
- (10) MHA employees shall not be granted incidental leave on any holiday, or day(s) in conjunction with a holiday.
- (11) MHA employees shall not be granted incidental leave during the month of December.
- (12) Normally, employees shall be notified within five (5) days of the submission of their leave request of its approval/disapproval. All requests must be submitted by 9:00 a.m. the Tuesday (submission date will be Monday on holiday weeks) prior to the weekly schedule being posted. Any request made after the weekly schedule is posted will be considered depending on existing service needs and the ability to cover vacant assignments.
- (13) Under normal conditions, employees who elect to cancel annual leave (of more than sixteen (16) hours) must do so within a minimum of two (2) weeks prior to the starting date of the vacation. The request will be in writing to the Tour Manager of Distribution Operations, or Management Designee, with duplicate copy to the Union

Representative. If this process is not used, the employee shall not report to work during the period that they were previously scheduled for annual leave. Emergency situations may be jointly reviewed and considered by Management and Union Officials. For leave cancellations of sixteen (16) hours or less, Mail Handlers must notify the Tour Manager of Distribution Operations, or Management Designee, verbally at least twenty-four (24) hours prior to the start of the leave, or they shall not report to work.

- (14) Incidental leave requests submitted for consecutive dates (not separated by NSD's) will be considered a block of leave for cancellation purposes only. For example: An employee submits a PS Form 3971 for Tuesday/Wednesday of the service week. Then said employee submits a PS Form 3971 for Thursday/Friday of the same service week, with no NSD's in between, this will be considered a thirty-two (32) hour block of leave for cancellation purposes only. This applies to incidental leave requests throughout the calendar year including the CVP period (see item F, Incidental Leave during Prime Time).
- (15) Mail Handlers shall be allowed to cancel leave up to ten (10) times during the calendar year, but no more than four (4) times during the CVP.

(L) OVERTIME DESIRED LIST

The OTDL for the Mail Handler craft shall be administered by Tour and will be governed by the following agreed upon rules:

- 1.) The OTDL will be considered "Restricted Data." The OTDL shall be made available to certified Union Representatives upon request, for grievance investigation and verifying the accuracy of the lists. However, employees at large will not be given access to the OTDL, unless a Union Representative, as well as a Management Representative are jointly present. Employees will only be allowed to review the lists which they have personally signed. All retroactive changes to the OTDL will be made known to the Union.
- 2.) The overtime desired list for Mail Handlers shall be comprised of three (3) parts, as follows; Before Tour; After Tour; Non Scheduled Days. Each part will be maintained solely and mutually exclusive of one another in all matters.
- 3.) Independent of one another, all parts of the list will be maintained by seniority in rotation, per 8.5 (c) of the National Agreement. Mail Handlers on C.O.S. will be passed over for overtime.
- 4.) Management shall establish and use the following codes with regard to the use of the OTDL. No other codes will be used:
 - A. NA – no answer
 - B. EX – excused
 - C. M – message
 - D. R – refusal
 - E. NV – not available

- 5.) An overtime opportunity for the purpose of this agreement will be; direct communication between a member of Management and an OTDL Mail Handler, answering machine, or contact with a family member, which relates a need for overtime, and an offer of the same.
- 6.) When no answer is received on a call for overtime the Mail Handler will be passed over and a NA recorded. When an answering machine is reached a message will be left instructing the Mail Handler that if no one picks up the call, the Mail Handler will be passed over and a NA recorded.

If the whole list is to be called, Management will leave a message offering the overtime opportunity.

- 7.) Any employee on the overtime desired list who refuses to work overtime on three (3) occasions may be taken off the overtime desired list. Management will retain records to document personal and telephone contacts.
- 8.) When any Tour exhausts all of the available Quarterly OTDL's (i.e., Before, After, NSD) as well as the Daily After Tour and Tour NSD Volunteer lists, and there is still a specific need for eight (8) hours, the following will be used:
 - A. Tour I will utilize the T-II NSD list.
 - B. Tour II will utilize the T-III NDS list.
 - C. Tour III will utilize the T-I NSD list.

This procedure will be followed before using off list employees for eight (8) hours of overtime.

- 10.) The list will be verified for accuracy by the SDO and the Union Official not less than once per week.

(M) THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY

Within the Mail Handler craft, the number of light duty assignments shall depend on medical documentation submitted to Management of the need for this duty and the estimated time needed for recovery. There shall be no fixed number of temporary light duty assignments. There is no intent between the parties to assume that the number of light duty assignments will be zero (0).

(N) METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS

No assigned full time (FT) employee shall be adversely affected within his/her craft by another's light duty assignment.

(O) IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY

Light duty assignments will be those duty assignments that most fit the needs of the affected employees as prescribed by a medical doctor or a licensed chiropractor (i.e. subluxation of the spine). These duties will be consistent with the needs of the Postal Service within the installation, the duties within the installation, and the duties within the Mail Handler craft, such as AFCS by-pass mail, hand canceling, repair of damaged mail, procuring empty equipment for strapping machines and assisting in the 010 operation, etc.

If a request for light duty is denied, the issue will be discussed with the Branch Present prior to a final decision being made.

(P) IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION, EMPLOYEES EXCESS TO THE NEEDS OF A SECTION

- (1) Reassignments within the installation shall be governed by seniority of employee's excess to the needs of a Tour.
- (2) Bumps: In those instances where one or more employees from different overlapping Tours hold identical bid positions, (e.g. Mail Prep) and a requirement exists to remove regular bid holders from their position because of "the needs of the service," movement shall be by juniority regardless of Tour.
- (3) For the purpose of reassignments by Tour, the facility Tours shall be identified as follows:

TOUR 1: 0001 thru 0800
TOUR 2: 0800 thru 1600
TOUR 3: 1600 thru 2400

An employee's Tour shall be computed by ascertaining the Tour above in which an employee works the majority of his/her schedule to include the lunch period. For example: If an employee has a work schedule of 0400-1230, the employee will be assigned Tour 2.

(Q) ASSIGNMENT OF EMPLOYEE PARKING SPACES

Dependent on unplanned and/or reasonable increased service needs, the existing allotted amount of free employee parking space assigned on a first come, first serve basis shall be sustained, but may be enlarged. Three (3) parking spaces will be reserved for NPMHU officials/stewards.

(R) DELEGATE TO ATTEND NATIONAL UNION ACTIVITIES

A minimum of one (1) delegate will be authorized annual leave or leave without pay to attend National Union activities. A second delegate (VT State Representative) will be authorized AL/LWOP if their official duty station is the Processing & Distribution Center, White River Jct., VT.

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

(1) Article 12, Section .3B5:

The same as 12.3B7 of the National Agreement.

(2) Article 12, Section 4:

A Section shall be defined as a Tour, as per item (P) above.

(3) Article 12, Section .6C4a

A Section shall be defined as a Tour. All assignments within the Tour will be considered part of the Section, as per item (P) above.

(4) Article 13, Section .3:

See language in items (M) (N) (O).

(T) OTHER ITEMS:

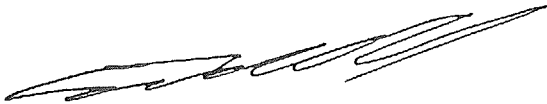
(1) An up-to-date seniority list will be provided to the Local Mail Handler's Union upon request.

(2) One (1) copy of the posted vacant bid position(s) and a notice of the successful bidder(s) shall be furnished to the Local Mail Handler's Union.

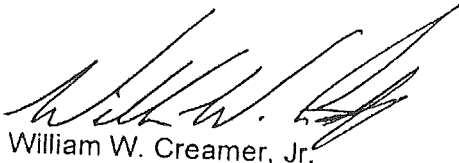
(3) Management shall mail salary checks to employees desiring this service. A written request including a stamped, self-addressed envelope shall be required of the employee.

(4) Art. 25.4: The immediate work area shall be defined by Tour and building.

This Memorandum of Understanding is entered into on September, 25, 2013, at the White River Junction, Vermont Processing & Distribution Center, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handler's 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.



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