

Local Memorandum of Understanding

1998

U.S. Postal Service

Local Memorandum of Understanding

Between

South Jersey Processing & Distribution Center
Bellmawr, NJ 08099-9997

And

National Postal Mail Handlers Union, Local
308

A. Additional or longer wash-up periods

In accordance with Article 8, Section 9, of the National Agreement, Management shall grant reasonable wash-up time.

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. Guidelines for curtailment or termination of Postal operations because of emergency conditions will be determined by the appropriate authority.
2. In the event of an emergency, the Administrative Vice President, Local 308, will be notified as soon as possible after management learned of the emergency. Management will explain the nature of the emergency, how it will affect the Mail Handler craft and who declared the emergency.
3. All Mail Handlers will be notified by means of news media, TV, etc., if possible.
4. Mail Handlers on duty will be notified of what action to take.
5. Off-duty employees will make every attempt to contact the timekeeper or their pay locations for instruction (pay locations to be called in emergency only).

C. Formulation of Local Leave Program

1. Annual leave shall be granted in units or hours.
2. Requests for annual leave must be given individual consideration.

3. If the annual leave is disapproved, a reasonable and logical explanation will be given.
4. When emergency annual leave is requested, each request shall be given individual consideration. If the emergency leave is disapproved, a specific explanation must be given. The following shall not be used as reasons: past practice, blanket order or services required.
5. The objective to be pursued is to grant annual leave wherever practical as desired by the employee at his or her request throughout the year.

D. The Duration of the Choice Vacation Period

1. Choice vacation period shall be the first full week in April through the last full week in November.
2. All employees will submit requests for choice vacation periods during the month of February and the approved vacation list will be posted by March 15th.
3. All disputes concerning choice vacation period will be decided by the seniority rule.
4. Employees will submit Form 1547, in duplicate, and these will be honored on the basis of seniority on each tour.
5. All other requests for annual leave during the choice vacation period will be handled in accordance with section K, item I, Ia and 1b of this LMOU. Except that no such leave will be considered prior to the approved vacation list being posted. Annual leave can still be requested up to three months in advance; however, the 24-hour rule for approval/disapproval is waived until after the approved vacation list has been posted.
6. Any employee bidding or transferring to a new section or tour shall be granted their vacation leave as previously approved and at his/her option may give up his/her approved leave to take a vacant period in the new section or tour.
7. Mail Handlers will be allowed to withdraw their choice vacation by

notifying management 15 days prior to the start of their choice vacation period. There must be mutual agreement between management and the union and this time will be counted against his/her choice vacation selection.

E. The Determination of the Beginning Day of an Employee's Vacation Period

The beginning day of an employee's vacation will start on the first day following the employee's drop, if consecutive, of the basic work week. Employees with other than consecutive drop days will start on the first day following their first drop day in the basic work week. Part-time flexible employees will start their vacation period on Monday and will return to work on the following Monday.

F. Whether Employees at Their Option May Request Two Selections During the Choice Vacation Period, in Units of Either 5 or 10 Days

Employees may request two choices during the choice vacation period in units of five and 10, or 10 and five working days, or 15 consecutive days (Ref. Article 10.3.D2)

1. Employees earning 20 or 26 days annual leave
 - a. A single selection up to 15 working days (three consecutive weeks, or
 - b. two selections of:
 - iii. one of five working days (one week) and one of 10 working days (two consecutive weeks), or
 - iv. two selections of five days (one week each)
2. Employees earning 13 days annual leave
 - . Single selection up to 15 working days (three consecutive weeks) or
 - a. Two selections of five days (one week)

G. Whether Jury Duty and Attendance at National or State Conventions Shall Be Charged to the Choice Vacation Period

When military orders for training, jury duty, attending a national or state convention are received for the same time as a scheduled

period of annual leave during the choice vacation period, the employee may relinquish his request at his own option. He may select another period not in conflict with the established schedule.

H. Determination of the Maximum Percentage of Employees Who Shall Receive Leave Each Week During the Choice Vacation Period

1. The Mail Handler craft will be permitted the following percentages of annual leave during the choice vacation period by tour.

First full week of April through the Friday prior to Memorial Day, 8%
Saturday prior to Memorial Day through the last full week of October, 13%

First week of November through last full week of November, 8%

2. The employer and the union will meet prior to the posting of the vacation sign-up list to discuss vacation scheduling.

I. The Issuance of Official Notices to Each Employee of the Vacation Schedule Approved for Such Employee

1. Approved vacation schedules for individual employees will be posted where the employee works in clear view for all employees to see and on each tour bulletin board.
2. A copy of the vacation schedule and any corrections made after posting must be given to the union immediately.

J. Determination of the Date and Means of Notifying Employees of the Beginning of the New Leave Year

The Mail Handler Union will be given a copy of the posting of the beginning of the new leave year by means of official bulletin board. This information will be released as soon as it becomes available.

K. The Procedures for Submission of Applications for Annual Leave During Other Than the Choice Vacation Period

1. Requests for annual leave will be made

on PS Form 3971, Request for or Notification of Absence, in duplicate. The PS Form 3971 will be returned to the applicant within 24 hours after receipt if it is going to be disapproved. This applies to all PS Forms 3971 personally submitted to the immediate supervisor at least three days in advance. If the employee does not receive disapproval within 24 hours, the annual leave shall be considered approved.

- a. 3971's submitted less than three days in advance will be considered and approval/disapproval will be left to the discretion of management and not subject to the agreed upon percentages.
 - b. All requests for annual leave on PS Form 3971 shall be submitted no sooner than three months in advance of dates requested. For example, leave requested for March 29 can be submitted no sooner than December 29.
2. If the leave is disapproved, the disapproval must be made in writing. The following reasons shall not be acceptable for disapproval: "past practice," "the policy of the office," "services required."
 3. When union officials are granted annual leave or leave without pay to conduct union business, this leave will not be charged to the choice vacation period.
 4. The Mail Handler craft will be permitted 8% of annual leave during other than choice vacation period, except during the heave volume period in the month of December.

L. Whether 'Overtime Desired' Lists in Article 8 Shall Be by Section and/or Tour

1. The Overtime Desired List will be established for each tour. Full-time regular employees desiring to work overtime shall place their names on the list and indicate whether they wish to volunteer for (1) before tour, (2) after tour, or (3) non-scheduled day(s), or any

combination thereof. The order of selection shall be:

- a. Employees on the non-schedule day overtime desired list by tours
 - b. Fill the need by utilizing the after-tour ODL for four hours. The before-tour ODL for four hours, to fill the eight-hour need.
 - c. For four hours or less of overtime, to the extent practical, when two or more employees are eligible for overtime within the same time frame, employees on an after-tour list will be considered prior to employees on a before-tour list.
 - d. Employees on the Daily Volunteer List
 - e. Non-volunteers by juniority
 - f. The practice of a one-hour leeway (clock out-report back) shall remain in effect. There will not be any penalty on management for errors in applying this rule.
2. Except for emergency situations, notice for overtime will be given at least one hour before employee's end of tour.
 3. Employees on duty prior to drop days (who were not selected in rotation) and employees on annual leave prior to drop days, wishing to be considered available for OT on their non-scheduled day(s) must submit written notification to their tour MDO.
 - a) Employees who have submitted written requests have the responsibility of calling the MDO (secretary) office prior to the start of the desired overtime list to verify the employee is scheduled to work.
 - (b) The Postal Service shall continue to telephone employees (who fall in the rotation) for overtime when the need arises.
 4. Employees on sick leave prior to their drop days may be called to work on their second drop day, if the employee falls in rotation. However, if any

employee is scheduled for overtime in advance of their non-scheduled days and calls out sick prior to their non-scheduled days, he/she will not be eligible for overtime.

5. Complete original copy (s) of each tours' ODL(s) shall be given to the AVP.

M. The Number of Light Duty Assignments to Be Reserved for Temporary or Permanent Light Duty Assignment

1. Consideration shall be given at all times to physical conditions of the employee, supported by prognosis and diagnosis of a physician, as to the area to which the employee may be assigned.
2. It is recognized that the number of light duty assignments available will fluctuate with Postal conditions and the time of year and the number of applicants. In view of this, efforts will be made to provide for as many as possible, consistent with the needs of the Service. Light duty assignments will be for the maximum of 60 days with the understanding that legitimate extension requests for light duty details beyond 60 days would be medically reviewed by the U.S. Postal Service, which would certify the extent and need of light duty details. In making these extensions, the Mail Handlers Local #308, having exclusive rights, will be informed.
3. The tour of light duty assignments should coincide with the employee(s) present tour of duty and present assigned work area, where possible.

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

1. The method to be used in reserving light duty assignments so that no regularly assigned Mail Handlers of the regular work force will be adversely affected is that the regular will work his/her bid assignment, and the Mail Handler on light duty will work any duties assigned by immediate supervisor, consideration

shall be given at all times to the Mail Handler's physical condition.

O. The Identification of Assignments that Are to Be Considered Light Duty

1. Rewrap table
2. Culling mail/traying mail/mail prep
3. Culling operations
4. Pulling flat and letter cases
5. Hand canceling
6. Hanging in on pouches and sacks
7. Sack separation/empty equipment processing
8. Mechanical flat canceling
9. Assist in copy room
10. Repair damaged letters

P. The Identification of Assignments Comprising a Section, When It Is Proposed to Reassign Within an Installation, Employee Excess to the Needs of a Section

Tour 1

Tour 2

Tour 3

Q. The Assignment of Employee Parking Spaces

1. In accordance with the Mail Handlers Agreement (Article 20.4), the Installation Head will reserve three parking spaces for the Mail Handler's Union Agents. The three signs are to read, "NPMHU Agent," and one parking space for "MH of the Month - Reserved."
2. Management will endeavor to make available to its employees suitable parking facilities.
3. Plans for the parking lot will include the following criteria:
 - a. Parking spaces will be painted allowing adequate spaces for full-sized automobiles.
 - b. Safety factors will be given prompt consideration on the parking lot.

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 for Administrative Vice President and shop stewards, designated by the Administrative Vice President, shall not be a part of the total choice vacation period.

S. Those Other Items Which Are Subject to Local Negotiations as Provided in the Following Articles:

1. Article 12, Section, 3B5 - Change in duties of principal assignment area requiring reposting.
This item will be consistent with the National Agreement (individual instances will be discussed with the union).
2. Article 12, Section 3C - Posting and bidding installation-wide unless otherwise agreed
3. Article 12, Section 3E3e - Order of movement of full-time regular mail handlers

The order of movement of people outside the bid assignment area will be as follows:

- a. Casuals
- b. Employees from other crafts
- c. Part-Time Flexible employees
- d. Employees on overtime who do not have a bid assignment in the area, by juniority
- e. Employees on straight time who do not have a bid assignment in the area, by juniority
- f. Employees on overtime who have a bid assignment in the area, by juniority
- g. Employees on straight time have a bid assignment in the area: The senior Mail Handler, if available, will have the option of accepting the reassignment. If they do not volunteer, juniority will be used, i.e., when mail handlers have the same duty assignment(s) within the same area, but have different start

times, seniority shall begin as soon as the mail handlers begins his/her tour (BT) and shall be subject to the order of movement listed in this section.

4. Article 12, Section 4 - Definition of a Section

There will be one section established within each tour:

Tour 1
Tour 2
Tour 3

5. Article 12, Section 6C4a - Definition of a Section for Excessing purposes.

There will be one section established within each tour:

Tour 1
Tour 2
Tour 3

6. Article 3, Section 3-Light Duty Assignments

See Items M, N & O of this LMOU

T. Local Implementation of This Agreement Relating to Seniority, Reassignments and Posting

1. The Mail Handlers Union Local #308 will be sent three copies of the Seniority List each time it is updated.
2. On holidays, the seniority rule will apply for covering higher levels in the Mail Handler craft.
3. Covering higher levels shall be in accordance with the National Agreement 25.4
 - (a) Immediate work area
 - (b) Section/Operations
4. Mail Handlers will be listed separately on the Holiday Posting.

This Memorandum of Understanding is entered into on June 17, 1999, at the South Jersey Processing & Distribution Center, Bellmawr, New Jersey, between the representatives of the United States Postal Service and the designated agent of the National Postal Mail Handlers Local #308, pursuant to the Local implementation Provisions of the 1998-2000 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to Local conditions of employment.

Signatories

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Jerry Preston
Administrative Vice President
National Postal Mail Handlers Local 308

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Union Official

July 6, 1999