

MEMORANDUM OF UNDERSTANDING OF LOCAL 808

This Memorandum of Understanding is entered into on May 31, 1991 between the representatives of the United States Postal Service and the designated agent of the National Postal Mailhandlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, pursuant to Article 30 of the 1990 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

FOR:

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FOR:

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ITEM 2A - WASH-UP TIME

Mail Handlers will be allowed five (5) minutes wash-up time before lunch and before clocking off at the completion of their tour. In the interest of improving operational efficiency, any washroom may be used for this wash-up period with the exception of the supervisors lounge.

Any employee who performs dirty work or works with toxic materials will be granted additional time as necessary, with the approval of the appropriate supervisor.

ITEM 2B - CURTAILMENT OF POSTAL OPERATIONS

It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the employer to consider the curtailment of mail. In cases of such emergency conditions, the employer will, prior to making a decision to curtail mail, take into consideration such factors as:

1. the degree of emergency as stated by and acted upon by responsible government;
2. the requirements and reactions of its customers to the emergency;
3. the accessibility of postal operations and its customers to the employer and employees;
4. the safety and health of its employees and its obligations to its customers;

All employees on duty will be notified of management's decision. Every reasonable effort will be made to notify off-duty employees through local radio stations and news media. Employees can contact the Reading GMF on the designated phone number.

Prior to taking action to curtail mail, the employer will notify the union of its decision and plan of implementation.

ITEM 2D DURATION OF CHOICE VACATION PERIOD

The choice period will be designated as that period from the week in which April 1 falls and including the week in which September 31 falls.

Annual leave for week of December 26 through January 1:

One position will be reserved, regardless of tour, for the most senior mail handler at the Reading General Mail Facility should he/she bid the week. The remainder will be filled within section defined as Tour I, Tour II, Tour III and detached mail units (example Jetson/Jetsort), by seniority, on a rotating basis from year to year by employees having two years or more service in the Mail Handler's craft. If a December 26 through January 1 week is rescinded, the rescinded week will be bid continuing with the same rotation. This week will be included as part of the choice period.

ITEM 2E - BEGINNING DAY OF VACATION PERIOD

The annual leave week shall be Monday through Sunday.

ITEM 2F - ANNUAL LEAVE SELECTIONS

Mail Handlers may have one selection of fifteen (15) consecutive days or two selections, if so desired, in units of five and five (5 and 5) or five and ten (5 and 10) days during the choice period.

ITEM 2G - JURY DUTY, ETC., DURING CHOICE PERIOD

Employees called for jury duty, court duty or military leave during their choice vacation period shall be entitled to other weeks in the choice period, with first preference on rescinded leave. When notified of jury duty, court duty or military leave, Mail Handler's will notify Management within three (3) days after receipt of notice of such action. Failure to notify Management within three (3) days will be reason for the employee to forfeit his/her right to first preference on rescinded leave bids.

Delegates to national or state conventions shall not be charged a choice vacation period selection, and shall be entitled to other weeks in the choice period.

For convention weeks, the union will notify management of the number of delegates attending, and spaces will be reserved on the leave board for the delegates.

ITEM 2H - EMPLOYEES OFF DURING CHOICE PERIOD

The number of Mail Handlers to be off per week per section, section defined as Tour I, Tour II, Tour III, including detached mail units, example, Jetson/Jetsort, during the choice period will be as follows:

1. Tour with one (1) to fifteen (15) Mail Handlers will have two (2) bids per week.
2. Tour with sixteen (16) to twenty-five (25) Mail Handlers will have three (3) bids per week.
3. Tour with twenty-six (26) to forty (40) Mail Handlers will have four (4) bids per week.

Should a Tour exceed forty (40) mailhandlers, negotiations will be reopened at that time.

ITEM 2I - VACATION APPROVAL

Employees' signature on choice vacation schedules, as posted, will serve as official notice of vacation approval. Form #3971 must be submitted for administrative purposes.

ITEM 2J - NOTIFICATION OF DATE OF NEW LEAVE PERIOD

Management will post on the Mail Handler's bulletin board a notice informing employees when the new leave year begins. This notice shall be posted no later than November 1 of each year.

ITEM 2K - SUBMISSION OF APPLICATION FOR LEAVE

Application for annual leave of eight (8) hours or less must be submitted to the immediate supervisor on the employee's tour of duty.

Leave for less than one full week will be granted by management based on local operational needs, through submission of Form #3971 no more than thirty (30) days in advance, with an approval or disapproval returned within seven (7) days. Exceptional circumstances will be addressed on an individual basis. Should it become possible to grant annual leave on days for which leave was previously denied, then the order of denials will be reviewed and employees who were denied their requests will be offered the available leave in the same order of the original requests.

ITEM 2L - OVERTIME DESIRED LISTS

There shall be two overtime desired lists. One for non-workdays and one for before and after the tour. These overtime desired lists will be by section (defined as Tour I, Tour II, Tour III, Jetson/Jetsort) and will be utilized in accordance with the National Agreement.

Management shall notify employees on duty as far in advance as possible when overtime is available and required. Should management find it necessary to call overtime during the last hour of a tour, special consideration will be given to individuals on the overtime desired list that are unable to work due to personal circumstances, provided this consideration will not place management in a position that it must violate the contract to meet its operating requirements.

Any Mail Handler desiring to remove his/her name from the Overtime Desired Lists may do so upon giving Management 24-hour written notification.

Any additions to the Overtime Desired Lists will be as follows:

1. Part-time flexible Mail Handlers converted to full-time Mail Handlers. This category will be added to the particular OTDL(s) for that tour upon their request within seven (7) days of the job assignment.
2. Bidded Mail Handlers relocating tours. This category will be added to the particular OTDL(s) for that tour upon their request within seven (7) days of the job assignment.
3. Mail Handlers on extended absences will be given the opportunity to place their name on the OTDL for that tour within seven (7) days after returning to duty.
4. Employees changing into the mailhandlers craft will be permitted to sign up on the OTDL(s) within seven (7) days of the new job assignment.

A copy of all Overtime Desired Lists will be given to the Administrative Vice President of Local #308.

ITEMS 2M, N & O - LIGHT DUTY ASSIGNMENTS

Light Duty Assignments will be made on an individual basis. Light Duty Assignments shall consist of those available duties a mailhandler can perform consistent with his physical condition without hazard to himself or others, within the mailhandler craft, including modification of the duties of the employee's current position when possible.

The employer will make every effort to provide as much work as possible from the following light duties but not limited to those listed:

- a. stripping of and setting up mail for processing
- b. culling of mail for processing
- c. working at the culling of all mail that is processed over the culling belt
- d. sweeping of all letter and flat cases within capability restrictions
- e. hanging racks
- f. stacking or sorting cardboard trays and sleeves
- g. sacking sacks
- h. photocopy work

No employee shall be assigned from one craft without first consulting the unions involved.

Both parties agree that each case will be dealt with on an individual basis depending on the imposed restrictions and operational constraints.

ITEM 2P - EMPLOYEES IN EXCESS TO THE NEEDS OF A SECTION

When it is proposed to reassign within an installation, employees will be excessed by juniority with retreat rights to the needs of a section. Section is defined as the Reading General Mail Facility and detached mail units. (Detached mail units are to be defined as Stations, Branches, and/or any unit attached to the Reading General Mail Facility, example Jetson/Jetsort). Any and all excessing will ultimately be in accordance with Article 12 of the National Agreement.

ITEM 2Q - PARKING

Management will combine with NPMHU to try and seek special rates for parking facilities in areas where no parking facilities are available for employees to park.

In the event parking spaces become available, management agrees to consult with the union on the allocation of parking spaces.

It is agreed that first consideration will be allocated for handicapped employees.

One parking space will be reserved for and marked "Mail Handler Union Official." Sign will be provided by Local #308.

ITEM 2R - LEAVE WITH REGARD TO UNION BUSINESS

Management will make every reasonable effort to grant leave to employees for the purpose of attending union activities such as legislative rallies, training seminars, etc.

Employees selected to attend organizational functions shall not be charged a choice vacation period selection, and shall be entitled to other weeks in the choice period.

For convention weeks, the union will notify management of the number of delegates attending, and spaces will be reserved on the leave board for the delegates.

ITEM 2S - OTHER ITEMS

Management will consult with the Union on any changes in duty assignments not covered in the National Agreement.

ITEM 2T - SENIORITY, POSTINGS AND REASSIGNMENT

Vacancies and bidding procedures will be posted in accordance with the National Agreement. Management will provide the AVP with a copy of all vacancies and any changes prior to posting.

The Local Union will be provided with an updated seniority roster on a quarterly basis.

As per Art. 12.3B5 - When the duties of Mail Handler's present position are changed by 50% or more, the job shall be reposted.

As per Art. 12.3C - Procedures for posting vacancies shall be posted in separate notices the first Friday of every month on the designated employee bulletin boards in the Reading General Mail Facility and in all detached units where members of the crafts concerned are assigned.

The deadline for submission of bids shall be 9:00 A.M. on the second Monday after the bid was posted (10-day posting).

Bids shall be recorded on the official Reading General Mail Facility Form which shall be available at the Reading GMF and detached units.

It shall be the responsibility of the bidder that the bid is deposited in the designated bid box.

Designated representatives of the Union must be present at the bid openings. Bid opening shall take place on the designated Mondays.

Bids may be canceled by submitting a written request in the same manner as prescribed for bids, meeting the 9:00 A.M. deadline.

As per Art. 12.3E3e - Temporary detailing, (one day or more), of Mail Handler Craft employees from their bid assignments to other work areas will be as follows: Volunteers, Casuals, PTF's, overtime employees, holiday employees, those regularly scheduled by juniority. They will be returned to their original bid assignment by seniority.

As per Art. 12.4 - Section is defined as the entire installation, defined as the Reading General Mail Facility and detached mail units. (detached mail units are to be defined as Stations, Branches, and any unit attached to the Reading General Mail Facility, example Jetson/Jetsort), except when specifically referred to as tour.

When it is determined to abolish existing tours under the jurisdiction of the Reading GMF, as per Section C4, 12.6, the employer will notify the local Union as far in advance as possible. The employer will meet with the Union for discussion on this issue. When the employer identifies a specific date for the abolishment, the employer will, to the maximum extent possible, maximize the bidding cycles to allow for the maximum number of affected employees to bid any vacant posted assignments prior to the abolishment dates.