

**LOCAL
MEMORANDA
OF
UNDERSTANDING**

between the

**MANAGEMENT OF THE
MONMOUTH P&DC**



and

**NATIONAL POSTAL
MAILHANDLERS
LOCAL 300**



2006 - 2011

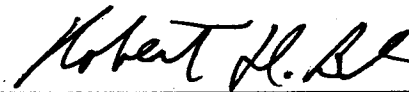
THIS MEMORANDA OF UNDERSTANDING IS ENTERED INTO ON OCTOBER 25, 2007 BETWEEN THE REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE AND THE DESIGNATED AGENT OF THE NATIONAL POSTAL MAILHANDLERS UNION, A DIVISION OF THE NATIONAL POSTAL MAILHANDLERS UNION OF NORTH AMERICA, AFL-CIO PURSUANT TO ARTICLE 30 OF THE 2006 NATIONAL AGREEMENT. THIS MEMORANDA OF UNDERSTANDING CONSTITUTES THE ENTIRE AGREEMENT ON MATTERS RELATING TO LOCAL CONDITIONS OF EMPLOYMENT.

For the Postal Service



JOCELYN FLAGG
Plant Manager (A)

For the MailHandlers



ROBERT D. BLUM
Vice President, National Postal MailHandlers,
Union Local 300

ARTICLE 30

ITEM A – ADDITIONAL OR LONGER WASH-UP PERIODS.

1. Wash-up time of ten (10) minutes immediately prior to lunch and twelve (12) minutes immediately prior to the end of tour shall be granted to all MailHandlers.

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. Should local conditions warrant wholesale closing of business and local industries, and if public transportation is sharply curtailed; then any postal employee in those areas effected by floods, hurricane, blizzard, civil disturbances, etc. – these conditions will be considered in granting administrative leave.
2. The Branch President of the Union will be notified of the implementation of this article whenever the Postmaster/Plant Manager determines that extreme emergency conditions, orders of local authorities, or acts of God, cause physical or climatic conditions that prevent employees from reporting to work. In such instances it will be necessary that the Postmaster/Plant Manager consult with local authorities, local postmasters and branches, local weather stations, police and fire departments, as well as, higher authority of the Postal Service prior to his or her being able to make a decision and advise the Branch President of the intended implementation.
3. All requests for administrative leave must be acted upon within seven (7) days in all instances.
4. Management will make every reasonable effort to insure that the temperature inside the building is maintained in accordance with Maintenance Series Handbook MS49.

ITEM C – FORMULATION OF LOCAL LEAVE PROGRAM

1. All requests for annual leave will be approved on a first come basis; when requests are simultaneously received (same day) seniority will prevail.
2. MailHandlers may submit requests for annual leave no more than sixty (60) days in advance.
3. Supervisors upon request of such leave, will advise the employee of such decision within seventy-two (72) hours, unless such request falls within seventy-two (72) hours whereby that request will be acted upon within a reasonable amount of time. If Form 3971 is not returned to the employee in the required time, the employee's request will be automatically granted.
4. Management will consider each request for emergency annual leave on the merits of the individual situation, with no reasonable request denied.
5. A MailHandler, at his or her option, may cancel scheduled annual leave, provided they give twenty-four (24) hours advance notice, unless the scheduled leave day falls after their non-scheduled days, in that case seventy-two (72) hours notice shall be given. Management reserves the right to deny a MailHandler a right to work on a walk-in cancellation. Previously granted leave will be charged.
6. When an employee submits a form 3971 in duplicate, the supervisor will sign and return the duplicate immediately, acknowledging receipt of such.
7. Annual leave shall be granted for a MailHandler's birthday, provided the employee's birthday does not fall upon a United States Postal Service recognized holiday or an employee's non-scheduled day.
8. Any MailHandler requesting and being approved annual leave and is short of those annual leave

hours to cover such approved leave, upon his or her return, shall not be subject to being charged absent without leave (AWOL) for the time not covered, provided the employee has 33% of the annual leave approved.

ITEM D – THE DURATION OF THE CHOICE VACATION PERIOD.

1. The choice vacation period will commence on the second Saturday in April and extend through the last Friday in September. In addition, the week of Thanksgiving and the week between Christmas and New Years Day will be considered choice vacation. The leave percentage for Thanksgiving week and the week between Christmas and New Years Day will be 8%.

ITEM E – THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.

1. At the option of the MailHandler, the vacation period shall commence with the employee's basic work week or with the employer's service week in order to optimize time off with less leave usage. Any overlap is limited to 16% of the MailHandler's assigned complement to be off on each tour. Fractional percentages will be rounded off to the nearest whole number.
2. Any MailHandler exercising the option of his or her work week, must do so fourteen (14) days in advance of their scheduled vacation.

ITEM F – WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE OR TEN DAYS.

1. MailHandlers by tour, have the option of two selections during choice vacation periods in units of five or ten working days. The total of the two selections shall not exceed three weeks. MailHandlers may submit PS Form 3971's for other available weeks in accordance with C2 of the LMOU.
2. MailHandlers who earn thirteen (13) days annual leave per year shall be granted up to ten (10) days of

continuous annual leave during the choice vacation period. The number of days of continuous annual leave, not to exceed ten (10), shall be at the option of the MailHandler.

3. MailHandlers who earn twenty (20) or twenty-six (26) days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice vacation period. The number of days of continuous annual leave during the choice period not to exceed fifteen (15), shall be at the option of the MailHandler.
4. Requests for annual leave by MailHandlers, throughout the year, shall not be unreasonable denied.
5. Applications for choice vacation period will be distributed to MailHandlers by January 15th of each year and returned by February 15th of that year. A two week extension for return of such applications will be made for improper instructions, improper mailing, or any other mistake made by management in the agreed upon distribution of these applications (bids).
6. No MailHandler shall have his or her scheduled choice vacation period canceled because of the unexpected absences of other employees, even if it becomes necessary to pay overtime.
7. Should a MailHandler cancel his or her vacation choice, the canceled period will be posted. Vacation periods must be canceled a minimum of fourteen (14) days prior to qualify for reposting.

ITEM G – WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

1. Jury duty will not be charged to the choice vacation period.
2. Attendance at National or State conventions for MailHandlers will not be charged to the choice vacation period.

ITEM H – DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

1. Every MailHandler who requests leave during the choice vacation period shall receive it, providing the request falls within the parameters of the negotiated items of this agreement and providing sufficient annual leave must be available to cover the leave request.
2. The minimum percentage of MailHandlers who shall receive leave during the choice vacation period shall be thirteen (13) percent of the assigned complement per tour, daily.
3. In determining percentages above, fractional percentages will be rounded off to the nearest whole number.
4. Management to the greatest extent possible, shall grant additional MailHandlers annual leave during this period consistent with the needs of the Service.
5. Union officials (the Branch President and or his designee), shall not be included in these minimums.

ITEM I – THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR HIM OR HER.

1. Each MailHandler shall receive written notification for the choice vacation period he or she has obtained by March 15th of each year of this agreement.
2. A general schedule of the approved choice vacation periods shall be posted and kept current.

ITEM J – DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

1. No later than November 1st of each year, management shall notify all employees of the beginning of the new leave year by posting such notice on all official bulletin boards. A copy of which

is to be furnished to the Branch President of the Union.

ITEM K – THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

1. Requests for annual leave, throughout the year, shall not be unreasonably denied, and will be in accordance with Item C.
2. No MailHandler is barred from submitting a request for annual leave in accordance with C2.

ITEM L – WHETHER OVERTIME DESIRED LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

1. When overtime is needed, the Overtime Desired List will be established and invoked by tour. **Three lists will be established for each tour; they will be, Before Tour, After Tour, and Non-scheduled days.**
2. A tour is defined as the same starting time, within one (1) hour.
3. All MailHandlers shall be notified at least two (2) weeks prior to each calendar quarter to submit their names, if they desire.
4. Overtime Desired Lists shall be on a rotating basis by seniority order with MailHandlers signing up in accordance with the provisions set forth under Article 8.5 of the National Agreement.
5. Any MailHandler required to work overtime must be informed at least (1) hour prior to the end of his or her tour.
6. The Branch President of the Union shall be provided with a copy of all Overtime Desired lists and sign-up sheets each quarter.
7. MailHandlers may remove their names from the Overtime Desired List at any time during the quarter. However, they must do so in writing with a twenty-four (24) hour notice and will not be able to go back on the

list until the next quarter, unless they bid to another tour.

8. MailHandlers may request to be excused from overtime, no request shall be unreasonably denied. If the request is approved, the MailHandler or union official on that tour must initial list to acknowledge his or her being excused.
9. The Branch President or steward on duty shall be notified of any overtime prior to the craft being given notice.
10. No employee from any other craft will be allowed to work in the MailHandler craft until all MailHandlers are afforded the opportunity to work overtime.

ITEM M – THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS.

1. No limitation is placed upon the number of light duty assignments to be made available for this facility.

ITEM N – THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULAR ASSIGNED MEMBER OF THE REGULAR WORKFORCE IS ADVERSELY AFFECTED.

1. No career full-time regular will be displaced or adversely affected by a light duty assignment.
2. Light duty assignments will require medical documentation from a physician, chiropractor, or other medical practitioner. Management may assign light duty upon request of an employee without certification for periods of less than an eight hour tour.
3. All MailHandlers will be given consideration for light duty work when the need arises. Every reasonable effort shall be made to provide light duty within the guidelines set forth by the employee's physician, as long as, such work does not displace or is to the detriment of a full-time regular MailHandler holding a bid position.

4. Every effort will be made to keep the MailHandler on his or her own tour of duty and hours of work with the same non-scheduled days.
5. Consistent with management's obligation under Article 13 of the 2006-2011 National Agreement, if no light duty work is available within the MailHandler craft, every effort shall be made to assign the MailHandler requesting light duty to work in other crafts.
6. Requests for light duty will be made to the installation head or his or her designee. If there is a designee, all MailHandlers shall be notified who the designee is for their respective tour.

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

1. Generally light duty will entail, but is not limited to, a reduction in the amount of weight lifted, reduced bending, stooping, pushing, pulling, walking, standing or other modification of movement normally required as specified in ITEM N2.
2. All duties presently performed by the MailHandler craft and are within the employee's limitations.
3. The following assignments and functions shall be considered light duty if found to be within the range of duties prescribed as acceptable by medical, dental, optical, chiropractic or other certification.
 - a. Color coding
 - b. Rewrap
 - c. Facing/traying of letter of flat mail
 - d. Culling mail
 - e. Dressing racks/sack examination
 - f. Banding and strapping
 - g. Tying out of mail
 - h. Sweeping of letter and flat cases
 - i. Collection of mail from letter drops
 - j. Folding cardboard trays
 - k. Simple distribution of case mail
 - l. Loading mail on ledges
 - m. Laying out carrier mail

- n. All or any combination of the above
 - o. Other work not limited to the above
4. Light duty assignments will be made available to all career MailHandlers even if it reduces the number of hours or work for the supplemental workforce, as per Article 13.4A (National Agreement)
 5. Management recognizes its obligation where possible to provide modifications to the work area to accommodate MailHandlers' physical limitations such as, but not limited to, chairs with back rests, ramps, footrests or other appropriate apparatus. Management will not incur any additional expense.
 6. Light duty MailHandlers shall be eligible to bid to another position in accordance with the memorandum in the National Agreement, pages 130-131.
 7. Light duty MailHandlers shall be eligible to work overtime, if it is within his or her limitations.

ITEM P – THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES TO THE NEEDS OF A SECTION.

1. When it is proposed to reassign employees deemed excess to the needs of a section, the following shall apply.
 - a. The entire tour shall be considered a section for the purposes of this agreement.
2. When it is necessary to abolish bid jobs within a section, prior consultation must be held with the Branch President of the Union.
3. MailHandlers whose bid positions are abolished, retain retreat rights on the tour where his or her position was abolished or excessed. These retreat rights are to be exercised in accordance with Article 12.6C4c of the National Agreement.
4. For permanent reassignments, management **shall** give any unassigned full-time MailHandler a choice, based on seniority, if more than one vacancy exists.

5. Management agrees that when implementing, abolishing or excessing positions, they will make every effort to keep the inconvenience of the affected MailHandlers to a minimum.

ITEM Q – THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

1. Management will provide adequate parking to MailHandler craft employees on a first come basis. No spaces will be reserved for bargaining unit employees except for handicapped parking which will be appropriately designated by an above ground sign.
2. There will be two parking spaces reserved for the MailHandlers' Union. One designated AVP Local 300, the other designated Local 300. They will be the first two spaces nearest to the Plant, against the fence, facing Industrial Way West. They will be designated by yellow lettering on the blacktop and/or an above ground sign.
3. If the Union's designated parking spaces are illegally occupied, the Union official will ask management to announce on the P.A. system for the vehicle to be removed. Any further action is up to the ranking Union official at the time.

ITEM R – THE DETERMINATION OF WHETHER LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE CHOICE VACATION PLAN.

1. Annual leave to attend union activities for MailHandlers will not be charged to the choice vacation period.

ITEM S – THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES.

1. Article 12 Sec.3B5

Reporting to another pay location on a daily basis for a period of three (3) months shall constitute a sufficient change of duty assignment area to cause the duty assignment to be reposted. The new assignment shall be posted with the next bids in

compliance with Article 12.3B7 of the National Agreement.

A change or reposting of a duty assignment will be made only with prior consultation of the Branch President.

2. Article 12 Sec .3C

As set forth in the National Agreement.

3. Article 12 Sec .3E 3e

The order of movement of employees for temporary reassignment **either within or outside** of their **section** shall be as follows:

- a. Volunteers by order of seniority of regular MailHandlers.
- b. Casuals
- c. Then MailHandlers by inverse seniority

When MailHandlers are assigned to a new section they become junior to MailHandlers holding a bid in that section.

No MailHandler shall be allowed to displace or "bump" another MailHandler properly holding a position or duty assignment.

4. Article 12 Sec .4

A section will be defined for MailHandlers in this facility as either an inside or outside bid job. Therefore, there shall be two sections per tour for MailHandlers for purposes of this agreement.

5. Article 12 Sec 6C4a

As set forth in Item P

6. Article 13 Sec .3

As set forth in Items M, N, and O.

**ITEM T – LOCAL IMPLEMENTATION OF THE AGREEMENT
RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.**

1. The Branch President shall be notified of when any and all vacancies exist in MailHandlers' duty assignments and given prior notice to review and be consulted with regarding all vacant and newly created positions.
2. When it is proposed to revert or abolish any duty assignment, the Branch President shall be advised of this intent in advance.
3. No MailHandler will hold a "utility" or labor pool assignment.
4. Preferred duty assignments shall be filled on a seniority basis within the duty assignment area.
5. To the maximum extent possible, management will make every possible effort to exclude the wording "as assigned" from any future MailHandler postings.

MISCELLANEOUS

1. MailHandlers shall receive four (4) hours administrative leave for blood donation. One half hour prior to the donation and three and one half hours after the donation, if the donation takes place on his or her tour of duty.
2. MailHandlers may request up to a thirty (30) day detail to other tours.
3. All 1767's shall be reviewed and addressed by the Safety and Health Committee.
4. The installation head shall meet to discuss light duty issues as the need arises with the Branch President.
5. All MailHandler flexies are to become regular before excessing of another craft to the MailHandler craft.