

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

U. S. POSTAL SERVICE
SOUTHEASTERN PROCESSING AND DISTRIBUTION
CENTER
SOUTHEASTERN, PA 19399-9992

AND

MAIL HANDLERS LOCAL #308

This memorandum of understanding is entered into October 9, 2007 at the Southeastern facility, 1000 W. Valley Road, Southeastern, PA 19399-9992, between the representative of the United States Postal Service and the designated agent of the National Postal Mail Handlers Union; Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the local implementation article of the 2006 national Agreement. This memorandum of understanding constitutes the entire agreement on matters relating to local conditions of employment

ITEM A: Additional or longer wash-up periods.

All mail handlers shall be granted wash-up time before lunch and at end of tour. Additional wash-up time shall be granted to employees doing extremely dirty work or working with toxic material.

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.

When local emergency conditions warrant the curtailment or termination of postal operations or to conform to orders of local authorities, management shall be responsible for the dissemination of information to employees as to the termination or curtailment of postal operations. Management's primary responsibility towards employees is their protection against injury and death in emergency situations.

Whenever an alleged explosive devise has been discovered, the area shall be completely immediately evacuated until all safety measures have been taken by the proper authorities. The union must be immediately notified.

ITEM C: Formulation of a local leave program.

Choice vacation period selection procedures—by February 15 of each year, management shall post a chart providing spaces for choice vacation periods in accordance with Item H of this memorandum. This chart will be posted in conspicuous and accessible location(s). A current seniority list will be posted with the chart. Management will notify employees by seniority of their turns to make selections. Employees will then make their selections by placing their names in the blocks representing the weeks of their choices. Both management and the union recognize the need for an expeditious execution of this procedure and will do all within their respective powers to complete this procedure by April 15 of each year.

Mail handlers must be prepared to sign for vacation periods by the beginning of their next regularly scheduled tours of duty after being contacted. If an employee is unable to decide, it may be necessary to forfeit their choice in accordance with their seniority. When they then wish to choose, they will only be allotted those periods which are open.

It is understood that mail handlers selecting weeks during the choice vacation periods will be able to cancel selected days as long as the employees cancel the days the Wednesday

proceeding the selected week. Cancellation of the days in the week selected does not open the week for a new selection by any other employee.

Any employee transferring from one tour to another shall be granted annual leave as previously chosen on the tour from which the employee has transferred, or the employee at their option, may give up their previously chosen period and sign up again in a vacant period in the newly transferred to unit, consistent with the employee's seniority.

In the event part-time regular mail handlers are employed, they shall choose vacation on the vacation schedule by craft and tour seniority. They will also count towards the vacation and other leave percentages on a prorated basis.

Exchange of vacation weeks shall not be permitted.

ITEM D: Duration of the choice vacation period.

The vacation period shall commence on the first week in April through the first week of the Pennsylvania State Rifle Deer Hunting Season; also, December 26 through the week in which New Year's Day (January 1) falls.

ITEM E: Determination of the beginning day of an employee's vacation schedule.

The beginning day of the vacation period for Tour 1 shall be Monday. The beginning day of the vacation period for Tours 2 and 3 shall be Saturday.

ITEM F: Whether employees at their option may request two selections during the choice vacation period in units of either five (5) or ten (10) days:

During one sign-up period mail handlers who earn thirteen (13) days of annual leave shall select: one (1) selection of five (5) days or two (2) selections of five (5) days or one (1) selection of ten (10) days. Employees who earn twenty (20) days or twenty-six (26) days of annual leave shall select: one (1) selection of five (5) days or one (1) selection of fifteen (15) days or one selection of five (5) days and one (1) selection of ten (10) days or two (2) selections of five (5) days. Except for Christmas week.

ITEM G: Whether jury duty and attendance at national or state conventions shall be charged to the choice vacation period.

A. Jury duty and state or national conventions shall not be charged to the choice vacation period.

B. Employees called for jury duty or conventions concurrent with their selected choice vacation shall not be deprived of another selection of open or cancelled weeks consistent with their seniority.

Item H: Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

The maximum number of employees who shall receive leave each week during the prime vacation period shall be thirteen percent (13%). The above computation shall be determined by the career mail handlers on the rolls of this facility by tour as of February 1st of each year. When such computation results in a fraction, .5 and above will be rounded up, and anything below .5 will be rounded down.

Prior to February 1 of each year, management shall meet with the union designee to compute the maximum number by tour utilizing the above formula.

ITEM I: The issuance of official notices to each employee of the vacation schedule approved for such employee.

By January 15th of each year, Management will post a notice advising all Mailhandlers that vacation selections will commence on February 15th and must be completed no later than April 15th. No later than April 20th, Management will post the final vacation schedule. Employees must have sufficient annual leave to cover chosen vacations. If the employee exhausted their annual leave exclusively due to a condition approved under the terms of the Family and Medical Leave Act (FMLA) LWOP will be considered, on a case-by-case basis, consistent with the provisions of the Employee and Labor Relations Manual (ELM).

ITEM J: Determination of the date and means of notifying employees of the beginning of the new leave year

Each year, no later than November 1, management will post a General Order notifying employees of the beginning date of the new year. A copy of such General Order will be furnished to the union.

ITEM K: The procedures for submission of applications for annual leave during other than the choice vacation period.

This will be the procedure used for all leave requested other than the initial choice vacation sign-up. Leave requests shall be considered on a first come first served basis with seniority used as a tiebreaker. Those who have exhausted their annual leave will be junior in seniority.

Forms 3971 shall not be submitted more than thirty (30) days in advance. The employer shall approve or disapprove 3971s within seven (7) calendar days or by Tuesday before the service week in which leave is requested, whichever is earlier except when such applications are submitted less than five (5) days in advance of the date requested. All leave requested, per Form 3971, not returned to the employees in seven (7) days shall be automatically approved. Management shall give due consideration to all reasonable requests. A fair and equitable decision shall be rendered. This procedure does not preclude approval of requests submitted less than five (5) days in advance of the date requested.

Except in December, other than the choice vacation period, incidental leave shall be approved in eight (8) hour increments up to forty (40) hours at five percent (5%), of the career mail handlers on the rolls of this facility, by tour, as of January 1 of each year. When such computation results in a fraction, such fraction, shall be rounded, e.g. 1.50 shall be rounded up to 2; 1.49 shall be rounded down to 1. Management and the union shall meet as close as possible to January 1 of each year, within a week, to compute the maximum number by tour utilizing the above formula.

ITEM L: Whether "overtime desired" lists in Article VIII shall be by section and/or tour.

Overtime desired lists in Article VIII shall be by tour.

There will be four (4) overtime desired lists per tour. One (1) will be for overtime on the first non-scheduled day and one (1) for overtime on the second non-scheduled day and one (1) for before scheduled tour of duty and one (1) for in addition to eight hours on a regular scheduled day. Except in December, employees scheduled to work on a non-scheduled day will not be required to work over eight (8) hours, unless they volunteer.

Normally, notices of overtime shall be given one (1) hour before the end of the employees tour. When non-list employees are needed on their drop days, every attempt will be made to give them twenty-four (24) hours notice.

When scheduling overtime for drop days management can only schedule within two (2) hours of regularly scheduled hours, during regularly scheduled days, unless the employee volunteers.

Any regular full time Mailhandler may place their name on the overtime desired lists after they have switched tours, within a two (2) week period.

Overtime assignments on a drop day shall be assigned to Mailhandlers in rotation, by seniority, on a day-by-day basis.

Mailhandlers, on overtime, on their drop days, may work overtime in addition to eight (8) hours, only, after all regularly scheduled Mailhandlers on the overtime desired list are utilized first.

Mailhandlers will be passed over for overtime during dates chosen on the vacation schedule.

The overtime desired list on all tours will be administered by the Mailhandler Union Representative. Management will determine the number of Mailhandlers needed for overtime. The union, upon notification, will secure the number of Mailhandlers necessary to fulfill management's needs. The union representative will supply management with a list of names that will report for overtime assignments. The union will not hold the USPS accountable for bypasses made by the union selection, or bypasses resulting from the Union's inability to provide a representative to administer the overtime desired list. Every effort will be made to secure the needed number of Mailhandlers for overtime without going to the off list employees. The Branch President will identify in writing at the beginning of each quarter those Mailhandler representatives by tour who will administer the overtime desired list.

Management retains the right to resume responsibility for administration of the overtime desired list at any time during the course of this agreement. Management's decision to resume administration of the overtime desired list will be based upon sound business practices. The Union will be provided notification citing their deficiencies in the administration of the overtime desired list. Upon notification, the Union will have a 30-day period to correct these deficiencies. At the conclusion of the 30-day period Management will reevaluate the Unions administration of the overtime desired list, and make a final determination.

In the event that Management resumes control of the overtime desired list paragraph two of Item L will be amended to provide three (3) overtime lists per tour, one (1) for scheduled day overtime before tour, one (1) for scheduled day overtime after tour, and one (1) for non-scheduled day overtime.

ITEM M: The number of light duty assignments to be reserved for temporary or permanent light duty assignments.

The number of and place of light duty assignments shall be consistent with good business practices.

ITEM N: The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force shall be adversely affected.

No regularly assigned member of the regular work force shall be adversely affected by the reservation of light duty assignments.

ITEM O: The identification of assignments that are to be considered light duty.

Mail handlers on light duty may be assigned to any job in the facility commensurate with the limitations of their particular disability.

ITEM P: The identification of assignments comprising a section when it is proposed to reassign within an installation, employees excess to the needs of a section.

All sections by tours.

ITEM Q: The assignment of employee parking spaces.

Due to an ample number of parking spaces provided at the P&DC, parking shall be on a first come first served basis. It is understood, however, that employees' parking shall be in appropriate designated areas, not in the motorcycle or other special parking areas. The branch president shall be assigned a parking space. Such parking space shall be in the area of other postal officials or similar distance from the entrance of the building. A sign shall be posted.

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.

When it is necessary for the union steward or his/her designee to attend union activities during the choice vacation period, his/her time shall not be charged to the choice vacation plan.

ITEM S: Those other items which are subject to local negotiations as provided in the craft provision of this agreement.

- A. 12.3.B.5 - All positions that are determined to be reposted under 12.3.B.7 shall be discussed first with the local branch president. When a bid assignment starting time is changed more than four (4) hours, the assignment shall be posted for bid. The affected employee shall be given at least a thirty (30) day notice.

- B. 12.3.C - Mail handlers' bids shall be installation wide.
- C. 12.3C.e - Movement of the full-time regular mail handlers from their regular job bid assignment shall be by inverse seniority (juniority), unless senior mail handlers volunteer. When full-time regular mail handlers are displaced for a six (6) hour period, from their bid assignment, consideration shall be given to the displaced regular mail handler for those duty assignments held by casuals and part-time flexible employees on tour. Light or limited duty employees shall not be considered if the movement is beyond their limitations. Before a mail handler is moved from their bid assignment for more than two (2) hours, an available mail handler union steward shall be notified to insure movement is contractually proper, unless employee volunteers.
- D. 12.4 - All sections by tour. Tours refer to:
- Tour 1 - all jobs beginning between 8:00 pm and 2:59 am.
 - Tour 2 all jobs beginning between 3:00 am and 10:59 am.
 - Tour 3 - all jobs beginning between 11:00 am and 7:59 pm.
- E. 12.6C4a - All sections by tours.
- F. The parties agree to establish a task force, comprised of both a Management representative and a Union representative, to determine a method for the most effective rotation for employees working on the AFSM-ai/ATHS operation. This task force is charged with evaluating the current rotation system in place, and making recommendations for rotations to be implemented on all tours.

ITEM T: Local implementation of this agreement relating to seniority reassignments and posting.

- A. The number of regular bid assignments shall be made equal to the number of full-time regular mail handlers.
- B. Management shall provide the union quarterly with two (2) copies of the seniority list.
- C. Full-time regular mail handlers shall be given seniority (in terms of assignments at the beginning of the employees' tour) over part-time flexible mail handlers and casuals.

D. Copies of the bid assignments and bid awards notices shall be given to the union.

1. The branch president shall be notified and given the opportunity to review all vacant, changed, reverted, and newly established mail processing positions, prior to posting.
2. Posted vacancies which do not receive a bid (no successful bidder), shall be awarded to an unassigned full-time regular. If no unassigned full-time regular exists, the senior part-time flexible shall become a full-time regular and be awarded the vacancy.
3. Employees, who are on overtime, are junior in seniority to those regular mail handlers who are working their regularly scheduled days and hours, in terms of assignment.
4. Part-time flexible mail handlers shall receive their next week's schedule by the previous Wednesday. Management shall make reasonable effort to schedule drop days together.

E. The parties agree that when mail handlers' staffing is necessary at an annex, the following pecking order will be implemented:

1. Those employees with a bid assignment in a section.
2. Volunteers by seniority on the tour (unless a specific skill/knowledge is necessary).
3. Part-time flexible or casual.

Bumping or daily seniority will not be used to staff an annex. Only when a position is vacated, or necessary staffing increases, will the pecking order be used.

Mail handler stewards will do the canvassing and provide management with the names to be considered for staffing in the annex. Failure to comply with any of the following will be cause for the employee to return to the original bid assignment and not to be considered for future canvasses.

1. Improper work performance.
2. Insubordination.
3. Safety violations.

4. In violation of Article 16.7.
5. Failure to be regular in attendance.
6. Tardiness.

Seniority tie breaker, except as otherwise specifically provided for in the National Agreement, when it is necessary to resolve a tie in seniority between two (2) or more mail handler employees, the following criteria shall apply in the order set forth below:

1. Total continuous postal career service in the mail handler craft within the installation.
2. Total postal career service in the mail handlers craft within the installation.
3. Total postal career service in the mail handler craft.
4. Total postal career service.
5. Total postal service.
6. Total federal service as shown in the service computation date on the employee's Form 50.

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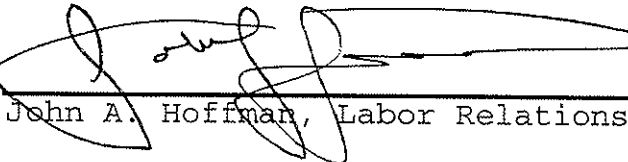
For the United States Postal Service



Frank J. Ranieri, Senior Manager, Distribution Operations

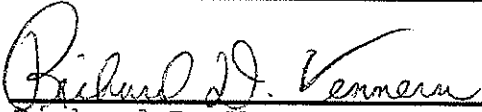


Robert E. Campbell, Manager, In-Plant Support




John A. Hoffman, Labor Relations

For the National Postal Mail Handlers Union



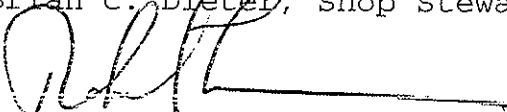
Richard D. Vennera, Branch President Local 308 MPMHU



Mark F. Raniszewski, Chief Steward



Brian C. Dieter, Shop Steward



Robert W. Nuss, Shop Steward