

1998 - 2000 LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNITED STATES POSTAL SERVICE
WILLIAMSPORT, PA 17701-9998**

AND

**NATIONAL POST OFFICE MAIL HANDLERS, WATCHMEN,
MESSENGERS, AND GROUP LEADERS
DIVISION OF LABORERS' INTERNATIONAL UNION AFL-CIO
LOCAL NO. 308 -WILLIAMSPORT PA 17701**

UNITED STATES POST OFFICE

Williamsport, PA 17701-9998

1998 - 2000 LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on May 4, 1999, at Williamsport, PA between the representatives of the United States Postal Service, and the designated agent of the National Post Office Mail Handlers, Watchmen, Messengers, and Group Leaders Division of Laborers' International Union AFL-CIO Local 308, pursuant to the Local Implementation Provision of the 1998-2000 National Agreement.

A. Additional or longer wash up periods.

Management recognizes that on occasions an employee might be exposed to dirty conditions and/or toxic materials to the extent to warrant wash up time. On such occasions, the employee may request wash up time, and management will be reasonable when considering such requests.

Management also recognizes a responsibility to consistently evaluate all positions in order to determine whether an employee assigned to any position is on a consistent basis exposed to dirty and/or toxic material to the extent to justify regularly scheduled wash up times. In such cases, management will be reasonable in granting such regularly scheduled wash up times. When wash up time is granted, it shall be based on, but not limited to past practice.

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.

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 the mail, take into consideration such factors as:

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

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

C. Formulation of local leave program.

1. Management shall meet with the representatives of the Union to review local service needs as soon after January 1, as possible.
2. A Choice Vacation Chart will be posted.
3. Management will issue each employee a choice vacation ballot on or before February 1.
 - a. The ballot will be dated and it must be returned on or before that date.
 - b. The employees' choices will be posted on the vacation chart.
 - c. The employee will submit a Form 3971, in duplicate, for those weeks posted on the vacation chart.
 - d. Any employee who fails to return their ballot on or before the date required will have their choices posted last.
 - e. The Choice Vacation Chart will be completed on or before March 30.
4. It will be the responsibility of each employee to see that the maximum accrued annual leave limits will not be exceeded.

D. The duration of the choice vacation period.

The choice vacation period shall be from the first full service week of May through the last full service week of September and will also include the first week of small game, the first week of Buck Season, and the week between Christmas Day and New Year's Day.

E. The determination of the beginning day of an employee's vacation period.

The beginning day of an employee's vacation period shall be the first day of the Service Week as defined by the National Agreement.

F. Whether employees at their option may request two selections during the choice vacation period in units of five or ten days.

There will be two selections during the choice vacation period of ten or five working days, not to exceed the total of fifteen working days in the choice vacation period.

G. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

Jury duty and attendance at National or State Conventions in the choice vacation period shall not be considered to be part of the individual's choice vacation; however, National or State Conventions are to be part of the regular leave program and not in addition thereto.

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

1. There shall not be more that 15% of the total number of Mail handlers off during the choice vacation period per week; and in this total, no more than one (1) PTF Mail handler off per week is allowed.

I. The issuance of official notices to each employee of the vacation schedule approval for him.

The official notification for each employee's approved vacation schedule shall be an an approved Form 3971, also the Choice Vacation Chart shall be posted.

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

Management will publish on each official bulletin board the beginning date of the new leave year as close to November 1 as possible.

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

1. After the Prime Time Vacation Board has been negotiated, the weeks other than Prime Time may be requested as follows:
 - a. In December, no leave will be granted outside the Prime Time Vacation Board.
 - b. All other weeks outside the Prime Time Vacation Board may be submitted for at the same time as Prime Time Vacation Board. Only one (1) mailhandler slot will be approved per week, on the basis of seniority.
This out of prime time selection is only agreed upon for the duration of the 1998-2000 Local Memorandum of Understanding.
2. At the Annual Prime Time Vacation Board negotiation, during the effect of the 1998-2000 Local Memorandum of Understanding, motions may be made by Management or the Union to increase, decrease or retain the same amount of slots available, per week, outside the Prime Time Vacation Board.
3. All other applications for annual leave during other than the choice vacation period shall be submitted on a Form 3971 in duplicate to the Vacation Board Director no earlier than 15 days prior to the beginning of the annual leave requested. Upon receipt of such leave request, the Vacation Board Director will advise the employee when he will be told of its disposition. Management will be reasonable in responding to leave requests so that the employee can make appropriate plans based on approval or disapproval.

L. Whether "Overtime Desired Lists" in Article 8 shall be by section and/or tour.

The "Overtime Desired Lists" shall be made up by tour. Where possible, management will give reasonable advanced notice to the affected employees that overtime will be required.

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

1. It is recognized that the number of light duty assignments available will fluctuate with the postal conditions and the time of the 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.
2. Due consideration shall be given to the employee requesting light duty assignment as to the work assignment in accordance with the limitations placed on said employee, by the medical statement from a licensed physician.

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

Light duty assignments in the Mail handler's Craft shall not be made to the detriment of the regular work force. All regular mail handler's requesting light duty shall, to the fullest extent possible, be assigned light duty assignments within their tour of duty. If sufficient light duty work is not available on said employee's tours, the light duty employee's tour hours, work location and basic work week shall be those of the light duty assignment and the needs of the service, whether or not the same as for the employee's previous duty assignment.

O. Identification of assignments that are to be considered light duty.

The following assignments are to be considered light duty within the Mail Handlers Craft:

1. Rewrapping mail.
2. Traying mail.
3. Culling Operations.
4. Tapping letter and flat cases.
5. Hand canceling.
6. Hanging of pouches and sacks.
7. Sack separation.
8. Any other duties that fall within the limitations as set forth by the employee's medical statement.

- 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.**

When it is proposed to reassign mail handlers excess to the needs of a section, the section shall be defined as a tour.

- Q. The assignment of employee parking spaces.**

Parking in excess to the needs of the U.S. Postal Service will be made available to the employees on an equitable basis.

- 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.**

As per present practice.

- S. Those other items which are subject to local negotiations as provided in the following Articles:**

Article 12, Section .3 B 5

Article 12, Section .3 C

Article 12, Section .3 E 3 e

Article 12, Section .4

Article 12, Section .6 C 4 a


Article 13, Section .3

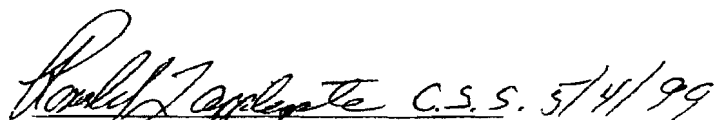
As per present practice.

- T. Local implementation of this Agreement relating to seniority, reassignments and posting.**

As per present practice.

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