

May 21, 2016 – September 20, 2019

**Local Agreement Between The
Trenton P&DC**

And

**National Postal Mail Handlers Union
Local 308**

Local Implementation, Article 30

Plant Manager: Russ Herrick

Manager Customer Service: Joe Steward

Branch President: Steve Bahrle

ITEM A: Additional or longer wash-up periods

There shall be two (2) reasonable wash-up periods, one prior to lunch and one prior to the end of tour.

ITEM B: Guidelines for the curtailment or termination of Postal Operations to conform to orders of Local Authorities as local conditions warrant because of emergency conditions.

It is recognized by both parties that on occasions, emergency conditions such as: weather extremes, bomb scares, civil strife, power failures, equipment failures, etc, may exist which would cause consideration to be given to the curtailing of services. In such cases, management will take into consideration the following:

- The safety and health of employees.
- The degree of emergency as stated by and acted upon by responsible Government authorities.
- The requirements of its customers.
- The employer shall notify the employees at the earliest possible time of curtailment or termination of postal operations. Such notification shall be by the best means

Management after meaningful discussions with the Union

will determine what appropriate action will be taken with respect to the application of the provisions of ELM 519, Administrative Leave.

ITEM C: Formulation of local leave program

The objective of this item is to grant annual leave wherever possible, as desired by the employees throughout the year

- All requests for leave will be given individual consideration. An employee who is unable to report for duty due to illness, injury or emergency shall notify Management as soon as practicable.
- The practice of granting leave for religious holidays and other special occasions to the fullest extent operationally possible will continue.
- Leave which is approved on a PS Form 3971 may not be changed or rescinded by any supervisor except in a serious emergency as declared by the appropriate Installation Head(s).

ITEM D: Application of annual leave

Applications for vacation periods shall be submitted on PS Form 1547. PS Form 3971 must be submitted before the annual leave is approved.

The choice vacation period shall be Pay Period 11 thru Pay Period 20 of the leave year. In addition the week between Christmas and New Year Day shall be designated as choice

vacation period for the purpose of this item only. Submission for choice vacation period will be by tours. Application for annual leave will be submitted and approved leave schedules will be posted according to the following:

<u>SUBMIT APPLICATION PERIOD</u>	<u>SCHEDULE POSTED</u>
During PP 24	PP 2-7 2 ND Monday PP 25
During PP 4	PP 8-10 1 ST Monday PP 6
During PP 8	PP 11-20 1 ST Monday PP 10
During PP 17	PP 21-25 & 01 1 ST Monday PP 19

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

The vacation period shall start on the first day of the employee's basic work week. Exceptions may be granted by agreement among the employee, Union Representative and Postal Management.

ITEM F: Whether the employee at their option may request two selections during the choice vacation period, in units of either five or ten days.

Mail Handlers shall have the option of making two selections

during the choice vacation period in units of five or ten days provided that the selections do not exceed the ten or fifteen day limitation imposed by Article 10, Sections D1 and D2. Nothing in this section precludes a Mail Handler from taking one continuous vacation period as provided for in Article 10, Section D1 and D2.

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

The provisions of Article 10, Section 3.F of the National Agreement shall be adhered to.

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

Fourteen percent (14%) of the Mail Handler Complement as determined by the complement of Mail Handlers on April 1st of the leave year will be granted annual for each week during the choice vacation period with the exception of the week between Christmas and New Years: for that time frame and only that time frame, the percentage of Mail Handlers that will be granted annual leave shall be eight percent (8%). For all other non-prime pay periods, the percentage will be 8%.

By April 15th of the leave year, the Union shall be provided written notification of the complement of the Mail Handler as of April 1st of that leave year. Upon determination of the

number of Mail Handlers who shall be granted annual leave in accordance with the foregoing formulas, tour scheduling of annual leave shall be assigned proportionately.

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

All vacation periods shall be posted on all Official Employee Bulletin Boards and provided to the Union by written notification. All approved vacation notices shall be posted on all Official Employee Bulletin Boards and provided to the Union by written notification.

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

Notification of the date of the beginning of the new leave year shall be posted on all Official Employee Bulletin Boards as published in the Postal Bulletin. A copy of the new leave year notification shall be provided to the Union.

ITEM K: The procedure for submission of annual and emergency leave.

Requests for annual leave in units of less than five days shall be submitted on PS Form 3971 at least one week in advance. The request will be acted upon within 72 hours prior to the day or dates of the request. If annual leave is not

disapproved within 72 hours of the date that the annual leave is to begin, that annual leave will be considered approved. Any disapproval of such leave request shall be done by a supervisor in writing on PS Form 3971.

Emergency leave shall be granted on a case by case basis, when it is clearly evident that an emergency exists. An employee fulfills his/her reporting obligations by requesting emergency annual leave from the Supervisor/Tour MDO or designee on duty.

ITEM L: Whether “Overtime Desired” lists in Article 8 shall be by section and/or tour.

The OTDL shall be by section and tour. The entire installation on all three tours shall be known as a section for all overtime opportunities for the OTDL. The method of selection for overtime shall be by tour in accordance with the following designations:

1. First drop day only
2. Second drop day only
3. Before the tour only
4. After the tour only

Any Mail Handlers not on a designated list shall be considered non-OTDL for that designation. The Union shall perform the solicitation and administration of the multiple OTDLs during each calendar quarter. Management shall inform the Union as to the amount of hours/employees required as soon as possible on days in which overtime is

needed. Any employee that feels a bypass situation may have occurred must notify the Union immediately.

Selection shall be made in the following order:

1. Those Mail Handlers present by tour when the overtime opportunity is made available.
2. If the Mail Handlers who are present on the OTDL do not provide the amount of required hours/employees as required by Management, the Union Official in charge of the OTDL shall provide additional OTDL Mail Handlers as follows:
 - a) By tour, non-scheduled Mail Handlers on the OTDL who desire to be called in. (Note: The steward in charge shall attempt to call in such Mail Handler(s) in accordance with seniority on a rotating basis).
 - b) OTDL Mail Handlers who desire to be called in for before tour overtime.

The parties agree that every effort shall be made to schedule overtime the day prior to the need in order to limit the number of Mail Handlers called in.

In the event that a non-scheduled day Mail Handler is called in for overtime and Management determines that 8 hours of work is not needed and the Union concurs, that Mail Handler shall waive (via PS Form 3971) his/her right under Article 8.8 Guarantees, to the balance of the hours for that particular day.

When it is necessary for the steward in charge to call in a

Mail Handler from home for overtime, two attempts shall be made and the time of each attempt shall be noted on the overtime call sheet.

Any Mail Handler who is on a change of schedule for personal convenience while on the OTDL for the calendar quarter, shall have his/her name placed at the bottom of the OTDL List and shall not be offered overtime until the tour list is exhausted.

Any Mail Handler/Union Official who is on a change of schedule to attend meetings (grievance meetings, Labor/Management meetings), training sessions of Official Union Business shall not be deprived of overtime and will be offered overtime, if available, as if he/she were working their normal schedule.

Mail Handlers on the OTDL who are present shall be notified of the overtime opportunity as far advance as possible- at least one hour, except in cases of emergency wherein Management could request volunteers within ten (10) minutes of their end tour. Mail Handlers who work overtime shall be allowed to call home when possible.

When a full time Mail Handler bids into a new section/tour/hours during the calendar quarter, he/she shall have ten (10) days after the effective date of the new bid to sign up on the OTDL. When a MHA is converted to full time, he/she shall have ten (10) days after the effective date of the

conversion to sign up on the OTDL.

Overtime for Mail Handler in Customer Services shall be as follows:

- 1) The Union shall designate a Union Official to perform the solicitation/administration of the OTDL for stations/units. Each of these shall have the same four (4) designations as the Plant OTDL.
- 2) The stations/Customer Service operations which employ Mail Handlers in buildings other than the Plant, shall constitute their own OTDL with the first opportunity for all overtime (subject to the operational window) being offered to the Mail Handler(s) employed at the station/unit where the overtime is needed. Second opportunity goes to other available station Mail Handler(s) prior to utilizing Plant Mail Handlers.
- 3) Overtime opportunities as well as Holiday opportunities shall be made available to Station Mail Handlers at the Plant, after exhaustion of the Plant OTDL and the Holiday volunteers in accordance with Article 11.7, B3 and B4. These selections shall be performed by the steward in charge at the request of Management. These selections shall not be to the detriment of station operations and must also be approved by Station Management.
- 4) If a carrier section(s) which employs Mail Handlers is moved into the Plant building, such Mail Handlers shall be included with the Plant OTDL by tour.
- 5) Any Mail Handler working overtime shall be placed

below the junior full time regular Mail Handler in the immediate work area who is on straight time for the purposes of higher level detail, except if he/she is detailed to a higher level for one (1) week or more.

ITEM M: Number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments.

Areas of light duty assignment will be as follows

- a) Face-Up Table
- b) Re-Wrap Table
- c) C) Cutting Mail/Traying Mail
- d) Culling Belt
- e) Pulling Flat and Letter Cases
- f) Hanging Pouches and Sacks

It is recognized that the number of light duty assignments available will fluctuate with postal conditions and the time of year. Also, no numerical quota will be established, but every effort will be made to provide for as many as possible. Consideration shall be given at all times to physical conditions of the employee supported by medical limitations of a physician, as to the area to which the employee may be assigned.

Light duty assignments shall consist of those available duties a Mail Handler can perform consistent with his/her

physical condition without hazard to himself/herself or others, within the Mail Handler Craft including modification of the duties of the employee's current position where possible. The tour of light duty assignments should coincide with the employee's recent tour of duty and present assigned work area where possible.

After a request for light duty has been approved by the Postmaster, every attempt will be made to provide work in the mail handler craft in the mail handler's assigned Station/Branch.

If there is insufficient work to keep a mail handler productive during their assigned tour, every effort will be made to find work in another Station/Branch where mail handler work is available.

If there is no work available in any station or branch, the Mail Handler Union, in conjunction with station Management, will contact the Postmaster and Plant Manager who will decide whether work is available in the Trenton P&DC.

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

The Postal Service and the Union recognizes their responsibility to aid and assist Full-Time Regulars and MHAs who through illness or injury, are unable to perform their regularly assigned duties in accordance with Article 13 of the National Agreement.

ITEM O: Identification of assignments that are to be considered light duty within each craft represented in the office

The employer will make every effort to provide as much work as possible from the following light duty assignments. Mail Handlers on light duty will be moved to any of the light duty areas in an effort to achieve 8 hours of work:

- a) Stripping of and setting up mail for processing
- b) Culling of third class mail for processing
- c) Working at the culling of outgoing mail that is processed over the culling belts.
- d) Sweeping of all letter and flat cases within capability restrictions.
- e) Hanging sacks.
- f) Stacking or sorting cardboard trays and sleeves.
- g) Traying up letters.
- h) Parcel rewrap.
- i) Administrative messenger.
- j) Sacking sacks.
- k) Appropriate Mail Handler duties in APBS Operation.

Additional light duty assignments shall be subject to future Labor/Management meetings.

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

Trenton P&DC- each tour shall be known as a section. Each city station employing Mail Handlers shall be known as a section.

ITEM Q: The assignment of employee parking spaces.

Sufficient parking space will be provided for employee parking. Two (2) designated parking spaces shall be provided for designated Union Officials.

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.

Leave for Union activities shall not be part of the total choice vacation plan provided that leave to attend such activities is requested prior to the determination of the choice vacation schedule.

ITEM S: Those other items which are subject to local negotiations as provided in the craft supplemental agreements.

The following articles:

- a) Article 12, Section .3B5
- b) Article 12, Section .3C
- c) Article 12, Section .3E3a
- d) Article 12, Section .4
- e) Article 12, Section .6C4a.
- f) Article 13, Section .3

- 1) Article 12, Section .3B5, shall be determined on a case by case basis between Management and the Union and shall be in accordance with Article 12, Section 3B7 of the National Agreement.
- 2) Article 12, Section .3C, Preferred duty assignments shall be posted installation/station wide. Copies of bid postings shall be provided to the Union and posted on Official Bid Boards at the Plant and Stations.
- 3) Article 12, Section 3E.3e: Movement of Mail Handlers from assigned work areas shall be in the following: (a) casuals (b) MHAs (c) Mail Handlers on change of schedule (d) overtime Mail Handlers from different tours/stations. (e) Overtime Mail Handlers from same tour by juniority. (f) Mail Handlers on straight time, who have assigned bids, by juniority.
- 4) Article 12, Section. 4. Definition of a section is as

follows:

- Section for leave purposes: tour
 - Section for higher level: Immediate work area as defined in Item t.
 - Section for reassignment: tour
 - Section for overtime: Entire installation/section as defined in Item L.
- 5) Article 12, Section 6C4A, Sections shall be defined by tour
- 6) Article 12: Preferred Duty Assignments: The parties recognize day to day seniority in work areas employing more than one (1) Mail Handler.
- 7) Article 13, Section.3, In accordance with Items M, N, and O to include station Mail Handlers. The parties also agree to explore new/areas/operations for light duty in order that no Mail Handler is deprived of work while seeking light duty.

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

- 1) All bids shall be posted in accordance with Article 12.3. The Union shall be notified and given an opportunity to review/provide input on all vacant and newly established craft positions prior to posting.
- 2) When a bid incumbent works 50% or more of such bid in a higher level pay position, such bid shall be upgraded after one (1) year in accordance with Article 12 Section I.

- 3) Seniority lists shall be updated and provided quarterly to the Union except when new employees are hired or MHAs are converted to full time, the Union shall be provided a copy of the updated list within one week from which the change(s) were made.
- 4) Prior to any bid reversion/abolishment, the Union shall be notified in writing and will be allowed input regarding the bid reversion/abolishment.
- 5) The Union shall be provided copies of all Official Postal Postings.
- 6) For the purposes of higher level details/opportunities, the following immediate work areas shall be defined by tour.

Immediate work area	tour 1	2	3
South Platform	x	x	x
North Platform	x	x	x
APBS Operation	x	x	x
010 Operation	x	x	x
Automation	x	x	x
180 Operation	x	x	x
Flat Sorter	x	x	x
E5/077 Dispatch	x	x	x
City Operations	x	x	x


LCTSs	x	x	x
East Platform	x	x	x
FSS Operation	x	x	x

All vacant/incidental higher level opportunities/vacancies shall be offered by seniority to Mail Handlers working in the immediate work area(s) as listed above. If no Mail Handler volunteers for the opportunity/vacancy, the junior qualified MHA/Mail Handler shall be assigned.

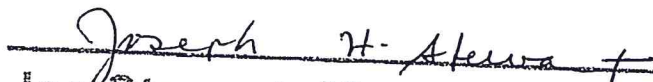
When a Mail Handler who holds a higher level bid job goes on leave for one (1) week or more, or is otherwise unavailable to fulfill the higher level assignment, the same selection process shall take place prior to the start of the leave/action. The written order to fill all vacant higher level positions/bids shall be provided to the Mail Handler who fills it and the Union. Mail Handlers on higher level details shall be entitled to leave at the higher level pay in accordance with Article 25.5.

Reassignments shall be in accordance with Article 12 and Items contained in this LMOU.

For the Postal Service:



Russ Herrick: Plant Manager, Trenton P&DC


Joe Stewart: Manager; Customer Service

For the NPMHU:


Steve Bahrle; Branch President, NPMHU