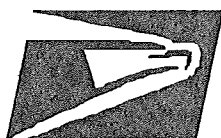


LOCAL MEMORANDUM OF UNDERSTANDING

between

UNITED STATES POSTAL SERVICE



and

**NATIONAL POSTAL MAIL HANDLER UNION
A DIVISION OF THE LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA, AFL - CIO**



at

KANSAS CITY, KS BMC

In accordance with the 1996 National Agreement

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A DIVISION OF THE LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA,
AFL -CIO

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ARTICLE 30.2-A

ADDITIONAL OR LONGER WASH-UP PERIODS

Mail handlers shall be granted such time as is reasonable and necessary for washing up after performing dirty work and/or handling toxic material. Wash up time includes, but is not limited to before out-to-lunch and before end-of-tour.

ARTICLE 30.2-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. Postal operations will not be curtailed or terminated at the Post Office unless the installation head determines that conditions so warrant. Consideration shall be given to overall conditions, including but not limited to:
 - a. The safety and health of employees
 - b. Hazardous weather conditions
 - c. Civil disorders
 - d. Bomb threats and/or scares.
 - e. Acts of God
2. When a decision is made to curtail or terminate operations, on-duty employees shall be notified immediately of what action to take. Off-duty employees shall be notified through public media.
3. In instances where operations are curtailed or terminated, as set forth above, the Union shall be kept up-to-date and shall have the right to discuss the above with management.
4. The final decision shall rest with the installation head.

ARTICLE 30.2-C

FORMULATION OF THE LOCAL LEAVE PROGRAM.

1. Beginning with the first full pay period of the new leave year, employees will be contacted in craft seniority order within each section, unit and/or tour, using a leave calendar, for their choice vacation selection.
2. Annual leave will be granted on the basis of seniority by tour.
3. Immediately upon selection of an available Choice Vacation period, the employee will complete a PS form 3971 in duplicate requesting annual leave during the selected period, and one copy annotated as approved and signed by an approving official will be returned to the employee.
4. Employees may not schedule more leave than what is in their annual leave balance.
5. Employees shall have the option to cancel any portion of their scheduled leave with one week advance notice.
6. All leave requests submitted at least a week in advance will be returned within 48 hours of the date submitted.
7. There will be no trading of vacation periods.

ARTICLE 30.2-D

THE DURATION OF THE CHOICE VACATION PERIOD.

The duration of the choice vacation period shall be from January through November and shall include December 26 through 31.

ARTICLE 30.2-E

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

The vacation period shall start on the first day after the employee's non-scheduled work days. Where employees have split non-scheduled days, it will begin after the first non-scheduled day. Exceptions may be granted by agreement among the employee, the Union representative, and the employer.

ARTICLE 30.2-F

WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

Employees, at their option, may take either one (1) or two (2) selections during the choice period in 5- or 10-day increments not exceeding the aggregate ten (10) and fifteen (15) day maximums set forth in Article 10.3D of the National Agreement. Nothing shall preclude employees eligible for fifteen continuous days of annual leave from using the five and ten day increments consecutively where vacant weeks permit.

ARTICLE 30.2-G

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGES TO THE CHOICE VACATION PERIOD.

Employees represented by the Mail Handler Union who are required to serve on juries, or to attend National or State conventions as delegates, during periods which conflict with their approved choice vacations, are eligible for another selection during the choice vacation period.

ARTICLE 30.2-H

DETERMINATION OF THE MAXIMUM PERCENTAGE OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

The maximum percentage of Mail Handler Craft employees to receive leave, if applied for, each week during the choice vacation period will be as follows, per tour. Standard rounding to the nearest whole number shall apply.

January	08%	July	15%
February	10%	August	15%
March	10%	September	10%
April	10%	October	10%
May	15%	November	10%
June	15%	Dec. 26-31	15%

The vacation week of the Fourth of July will be 18% and the vacation weeks of Labor Day and Thanksgiving will be 15%.

ARTICLE 30.2-I

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

- A. Employees who apply during the period established for submission of applications for annual leave during the choice vacation period shall be notified of approval or disapproval by return copy of Form 3971.
- B. A schedule indicating choice vacation selections shall be posted in each mail handler work area in a location readily accessible to mail handler craft employees.
- C. The master copies of the vacation schedule will be maintained in the Supervisor of Distribution Operations (SDO) office.

ARTICLE 30.2-J

**DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF
THE BEGINNING OF THE NEW LEAVE YEAR.**

Management shall, no later than November 1, post on official bulletin boards, the beginning date of the new leave year.

ARTICLE 30.2-K

THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

Employees requesting leave of less than 5 days shall submit a Form 3971, in duplicate, to management. Such leave shall be granted on a first come basis by tour. Requests may not be submitted more than 60 days in advance. (Those leave requests submitted at least 5 days prior to the requested leave dates will be approved or disapproved and returned to the employee within 48 hours of the request.

ARTICLE 30.2-L

**WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION
AND/OR TOUR.**

Overtime Desired Lists shall be established by tour, consistent with the applicable provisions of Article 8 of the National Agreement.

ARTICLE 30.2-M

THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED OR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS.

Light duty assignments at this installation shall be on an "as needed" basis where there is available work which is judged within the medical limitations of the requesting employee. In addition, it is understood that no member of the regular work force will be adversely affected.

It is agreed that a light duty assignment position in itself is not to be considered a specified 8-hours assignment.

It is further agreed that no established position will be reserved for light duty assignments at this installation.

ARTICLE 30.2-N

**THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT
NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE
ADVERSELY AFFECTED.**

Any employee covered under this agreement may submit a request for a temporary or permanent light duty assignment to the installation head or designee, consistent with the provisions of Article 13 of the National Agreement.

ARTICLE 30.2-O

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

Items listed below will be considered for light duty assignments.

Sack examination, parcel repair or first aid, and other duties in the Mail Handler Craft, consistent with the employee's limitation, will be of prime consideration for light duty assignments. Such other duties as are commensurate with the physical condition of the employee and availability of light duty work as determined by management shall also be considered.

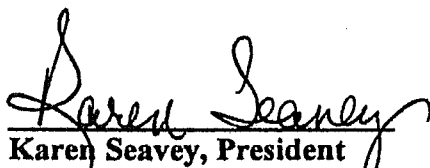
**BY AGREEMENT OF THE PARTIES, BOTH UNION AND MANAGEMENT
AGREE THAT THE LOCAL MEMORANDUM OF UNDERSTANDING WILL
BE AMENDED AS FOLLOWS:**


ARTICLE 30.2-P

1. Assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section, will be by tour.

Roller tables – Sort tables	6512
Inbound Docks	6511
Outbound Docks	6512
Sack Sort Machines	6711
Sack Shake Out	6711
Rewrap	6711
SPBS, Bulk Business Mail	6515
NMO	6514
Secondary Parcel Sort (Cans)	6712

2. If principal assignment areas are established and are in addition to the above but not part of the above, they will be added.


Karen Seavey, President
National Postal Mail Handler Union
Local 297
Date: 8-31-01


Doug Chipps
BMC Manager, (Acting)
Kansas City, KS
Date: 8-31-01

ARTICLE 30.2-Q

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Craft employees will be provided parking spaces in excess of official needs on a first-come, first-served basis.

ARTICLE 30.2-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.

Annual leave to attend Union activities shall not be a part of the total choice vacation plan.

ARTICLE 30.2-S

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES:

Article 12, Section 3B5 -

No assignment will be reposted because of change of duties, unless the change in duties exceeds 50%.

Article 12, Section 3 (c) -

Posting and bidding for preferred duty assignments shall be installation-wide.

Article 12, Section 3E3e -

When it becomes necessary to move and assign full-time employees outside their duty assignments, the principle of juniority shall apply.

Article 12, Section 4

- A. pay location;
- C. tour;
- D. job within area.

Article 12, Section 6c 4a -

For the purpose of this item, sections shall be defined in Item P.

Article 13, Section 3 -

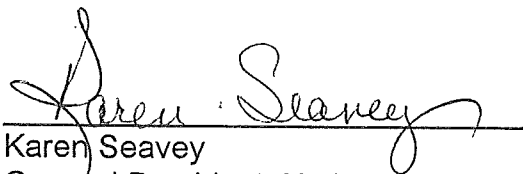
The principle of Items M, N, and O shall apply

ARTICLE 30.2-T

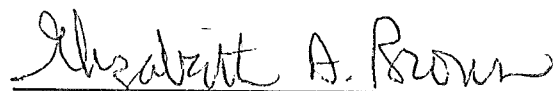
**LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATIVE TO SENIORITY,
REASSIGNMENTS AND POSTING**

A copy of all notices placed on official bulletin boards relating to mail handler seniority, reassignments and/or job postings shall be sent to the local Union representative of the Mail handlers Union.

This Memorandum of Understanding is entered into on October 26, 1996 at the Kansas City Kansas Bulk Mail Center, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 1996 National Agreement with the National Postal Mail Handlers Union. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.



Karen Seavey
General President, National Postal Mail
Handlers Union, a Division of the
Laborers' International Union of North
America, AFL-CIO, Local # 297



Elizabeth A. Brown
Plant Manager
Kansas City Bulk Mail Center
United States Postal Service