

AUG 13 1992

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LOCAL MEMORANDUM OF UNDERSTANDING

between

UNITED STATES POSTAL SERVICE

and

NATIONAL POSTAL MAIL HANDLERS UNION, AFL-CIO

at

WICHITA, KANSAS

1990 - 1993

TABLE OF CONTENTS

NATIONAL POST OFFICE MAIL HANDLERS UNION

ARTICLE 30.2-A:	WASH-UP PERIODS
ARTICLE 30.2-B:	GUIDELINES FOR CURTAILMENT/TERMINATION OF POSTAL OPERATIONS
ARTICLE 30.2-C:	FORMULATION OF LOCAL LEAVE PROGRAM
ARTICLE 30.2-D:	THE DURATION OF THE CHOICE VACATION PERIOD
ARTICLE 30.2-E:	BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD
ARTICLE 30.2-F:	VACATION PERIOD SELECTIONS (5 OR 10 DAYS)
ARTICLE 30.2-G:	JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS
ARTICLE 30.2-H:	MAXIMUM EMPLOYEES ON LEAVE DURING CHOICE VACATION PERIOD
ARTICLE 30.2-I:	APPROVAL OF VACATION SCHEDULE
ARTICLE 30.2-J:	NEW LEAVE YEAR
ARTICLE 30.2-K:	PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE OTHER THAN CHOICE PERIODS
ARTICLE 30.2-L:	OVERTIME DESIRED LISTS
ARTICLE 30.2-M:	LIGHT DUTY ASSIGNMENTS
ARTICLE 30.2-N:	LIGHT DUTY ASSIGNMENTS
ARTICLE 30.2-O:	LIGHT DUTY ASSIGNMENTS
ARTICLE 30.2-P:	IDENTIFICATION OF A SECTION
ARTICLE 30.2-Q:	THE ASSIGNMENT OF EMPLOYEE PARKING SPACES
ARTICLE 30.2-R:	LEAVE TO ATTEND UNION ACTIVITIES
ARTICLE 30.2-S:	SUPPLEMENTAL AGREEMENTS
ARTICLE 30.2-T:	SENIORITY - REASSIGNMENTS - POSTINGS

ARTICLE 30.2-A:) ADDITIONAL OR LONGER WASH-UP PERIODS.

Mail handlers performing dirty work or working with toxic materials shall be granted reasonable wash-up time before out-to-lunch and/or end 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. In the event that there is a curtailment or termination of Postal Operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions the following will apply:

- a. If on duty, the employees will be notified of what action to take.
- b. If off duty, the Employer shall make every effort to notify the employees through available media.
- c. Off-duty employees will make every attempt to contact their pay locations for instructions.

Final determination to curtail or terminate operations--to conform to orders of local authorities or as local conditions warrant because of emergency conditions--will be made by the Installation Head.

2. In the event of bomb threats or scare, tornado warnings, riots and/or other emergencies:

- a. Bomb threats and scare. Whenever an alleged explosive device has been discovered or that a threat made against the facility, the facility shall be completely evacuated until all safety measures have been taken by the proper authorities.
- b. Tornado Warnings. All personnel will be moved to the safest part of the building under the guidelines of Tornado Procedures.

3. When local emergency conditions warrant closing of businesses and other local industries, and if public transportation is sharply curtailed, management will be responsible for dissemination of information to employees regarding orders of local authority or as local conditions warrant.

4. The parties recognize that the Postal Service is the most vital part of the communications machinery of the U.S.A. and that historically, this Postal Facility has provided this service to the public without interruptions; therefore, as a matter of policy, Postal Operations will not be terminated at the Postal Facility unless the Installation Head determines that conditions so warrant.
 - a. Reasonable consideration shall be given, but not limited to, such conditions as:
 1. The Safety and Health of Employees
 2. Civil disorders
 3. Acts of God
 4. Hazardous Weather Conditions
 5. Advice of Local Authorities

ARTICLE 30.2-C: FORMULATION OF LOCAL LEAVE PROGRAM.

1. The following established sections will be used in the selections of annual leave:
 - a. GMF Dock, Tour 1
 - b. GMF Dock, Tour 2
 - c. GMF Dock and Cancellation Area, Tour 3
2. Craft seniority as defined in the National Agreement will be used in the selection of annual leave during the choice and non-choice periods.
3. Selection of annual leave for the choice vacation period will be circulated on the tour/pay location in order of seniority beginning the second Monday in November.
4. Employees who bid to another tour, and are assigned to that tour, will retain the leave period(s) originally bid, unless the maximum percentage is exceeded. In such cases, the leave period(s) are forfeited, but requests will be considered on a case by case basis.

5. All leave periods which become available through cancellation, shall be made available in seniority order, to the employees junior to the employee who cancelled his or her leave.
6. There will be no exchanging or trading of leave periods.
7. Cancelled leave period(s) will normally be for full week(s) or will not be permitted to be cancelled; however, exceptions may be granted on a case by case basis.
8. A list, showing the vacant week(s) of annual leave for the section, will be posted in each section bulletin or schedule board.
9. When an employee requests unscheduled annual leave, he/she will submit a PS Form 3971 as soon as possible and state in the remarks section the date an answer is required. The supervisor will approve or disapprove the request for leave by that date. If the supervisor fails to approve/disapprove the request by the date requested, or by the date the leave is to commence, the leave is automatically approved.
10. Requests by employees to cancel scheduled leave periods should be submitted to the immediate supervisor at least seven (7) days prior to the first day of the scheduled leave period; however, exceptions may be granted on a case by case basis. Cancelled leave periods under these conditions will not be posted for bid.
11. Employees on annual leave in conjunction with a holiday, or designated holiday, may volunteer, in writing, and be selected in accordance with Article 11.6 of the National Agreement.
12. Leave periods will be exempt during the month of December as announced in the Postal Bulletin.
13. Employees shall be granted a reasonable amount of leave when death in the immediate family necessitates the absence of the employee. The amount of leave will be determined by management after discussion with the employee.
14. The employer shall extend due consideration to requests for leave for birthdays and anniversaries. The parties agree that the efficiency of the Postal Service is of paramount importance.

ARTICLE 30.2-D: THE DURATION OF THE CHOICE VACATION PERIOD(S).

The duration of the choice vacation period shall be from the first Saturday of May and extend for 24 weeks.

ARTICLE 30.2-E: THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.

The beginning day of a full-time or part-time employee's annual leave period shall be the first work day after the employee's scheduled day(s) off. When the employee has split days off, the beginning day shall be the first work day following the employee's first scheduled day off.

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, shall be granted two (2) selections in units of five (5) or ten (10) working days. The total not to exceed the limitations of the National Agreement.

ARTICLE 30.2-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 shall not be charged to the maximum leave allowable during the choice vacation period.

ARTICLE 30.2-H: DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

1. The maximum percentage of employees who shall receive leave each week during the choice vacation period is 12%.
2. If the percentage of employees entitled to be off during the choice vacation period is a fraction, computation will be rounded up to the next whole number.

ARTICLE 30.2-I: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

Each mail handler shall receive a written notification of the vacation granted to him or her no later than two (2) weeks following receipt of final application. The vacation sign up list, after the initial sign up period, shall be maintained at a location accessible to mail handlers.

ARTICLE 30.2-J: DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

Management will announce during the month of October, in the official office bulletin, the beginning date of the leave period.

ARTICLE 30.2-K: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

Employees requesting unscheduled advance leave shall submit a PS Form 3971, in duplicate, to management. When approved or disapproved and signed by management, the duplicate shall be returned to the employee.

ARTICLE 30.2-L: WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

1. The Overtime Desired List shall be established by tour.
2. The list will be broken down as follows: non-scheduled days, before-tour, after-tour and up to twelve (12) hours.
3. If the Overtime Desired List does not provide sufficient qualified employees, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.
4. Light duty employees will be permitted to sign up for the Overtime Desired List and work overtime if the work is within their medical limitations.
5. Employees who are notified that overtime is required and do not work overtime on 3 occasions during the quarter shall have their names removed from the Overtime Desired List. Notification is considered to be by verbal communication, answering machine, and/or PA system.

6. Employees will normally be given two (2) hours advance notice of the overtime requirement when feasible.
7. Any further necessary interpretation of this item will be referred to Article 8 of the National Agreement.

ARTICLE 30.2-M: THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS.

1. Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.
2. Any request for Light Duty from an employee in other than the Mail Handler craft will be considered. When it is determined that the only Light Duty which the employee can perform is Mail Handler craft duties, the AVP of the NPOMU or Tour Steward will be consulted prior to the assignment.
3. There shall be 15 designated light duty assignments for Mail Handlers. They are listed in Item O, but not limited to just these assignments.
4. Situations not covered by the above shall be determined on a case by case basis by management after reviewing the situation with the Administrative Vice-President.

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.

The Installation Head shall show the greatest consideration for full-time regular or part-time flexible employees requiring light duty or other assignments giving each request careful attention.

ARTICLE 30.2-O: THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

1. Mail Handler's request for temporary and/or permanent light duty assignments will be given proper consideration based on the employee's limitations/restrictions and good business practices.

2. The following assignments shall be considered, but not limited to, light duty work for Mail Handlers:
 - A. Examining empty equipment
 - B. Hanging pouches and/or sacks
 - C. Sorting of labels
 - D. Culling/traying of letter mail
 - E. Re-wrap of damaged or open parcels/spurs
 - F. Repair of damaged or open flats/letters
 - G. Hand cancel
 - H. Rejects
 - I. Facing of LSM rejects
 - J. Overflows
 - K. CB-1
 - L. CB-2
 - M. CB-3
 - N. Model G
 - O. SCF Parcel Post
3. Other duties may be considered for light duty assignments provided they are not in conflict with the provisions of RI-399.
4. Situations not covered by the above shall be determined on a case by case basis by management after reviewing the situation with the Administrative Vice-President.

ARTICLE 30.2-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.

For the purpose of this item, a section is identified as a tour on Tour 1 and a tour on Tour 2. On Tour 3, a section is defined as a pay location.

ARTICLE 30.2-Q: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Parking spaces excess to the needs of the Postal Service will be made available for all employees on a first come, first served basis. There will be a designated parking space for the designated agent of the NPOMU.

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 requested prior to determination of the choice vacation schedule shall be part of the total vacation plan as applicable against the percentage, but shall not be changed as part of the employee's choice vacation selection.

ARTICLE 30.2-S: THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.

1. Article 12, Section .3B5

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

2. Article 12, Section .3Ee

When it becomes necessary to move and assign full-time employees outside their bid assignment area the principle of juniority shall apply.

3. Article 12, Section .6c4a

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

4. Article 13, Section 3

The principles of Items M, N and O shall apply.

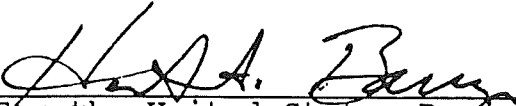
5. Labor-Management meetings will be held on a quarterly basis.

ARTICLE 30.2-T: LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.


1. The Administrative Vice-President will be provided with an updated seniority roster list on a quarterly basis.

2. Copies of all quarterly overtime lists for each tour, holiday schedules for each tour, notices which effect seniority, reassignments, and the posting and awarding of all jobs will be provided to the Administrative Vice-President.

THIS MEMORANDUM OF UNDERSTANDING is entered into on May 29, 1991, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, a Division of Laborers' International Union of North America, AFL-CIO, pursuant to Article 30 of the 1990 National Agreement. THIS MEMORANDUM OF UNDERSTANDING constitutes the entire agreement on matters relating to local conditions of employment.



For the United States Postal Service
Hector A. Barraza
Field Division General Manager/Postmaster



For the National Postal Mail Handlers Union
Henry E. Calhoun
General President