



National Postal Mail Handlers Union
Local No. 297
Topeka, P&DF

1994 MAIL HANDLERS

LOCAL MEMORANDUM OF UNDERSTANDING

between

UNITED STATES POSTAL SERVICE

and

LOCAL 297

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

TOPEKA, KANSAS 66603

1994 - 1998

30.2A: ADDITIONAL OR LONGER WASH UP PERIODS.

Mail Handlers performing dirty work or work with toxic material shall be granted reasonable wash-up time before out to lunch and/or end tour, and other times as needed.

30.2B:

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.

The parties recognize that the Postal Service is the most valid part of the communications machinery of the U.S.A. and that historically, this post office has provided this service to the public without interruption; therefore, as a matter of policy:

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. Civil disorders.
 - c. Acts of God.
 - d. Hazardous weather conditions.
 - e. Advice of local officials.
 - f. Curtailment or termination of public transportation.
2. Management shall notify the employees at the earliest possible time of curtailment or termination of Postal operations. Such notification shall be given by public media, such as, T.V., radio, or other available means.
3. All possible consideration will be given to the recommendation of the Local Union Designated Official.
4. The final decision shall rest with the installation head.

When there is a cause for alarm due to a suspicious object or a bomb threat in the building, the building will be immediately evacuated and local authorities will be called. Until the all clear is given by the authorities, the building will remain vacant.

30.2C: FORMULATION OF LOCAL LEAVE PROGRAM.

The employer shall furnish a yearly leave program showing each day and month of that leave year, and this leave program will be posted and available whenever needed.

It will be the responsibility of all employees to choose a sufficient vacation period or periods in order to eliminate the possibility of forfeiting any vacation to their credit over 440 hours at the end of the leave year.

In the event an employee has chosen a choice vacation period or periods and then moves to another work location, his original vacation will be honored and will create openings at the losing locations.

Military leave will not count as a choice of employee's vacation time.

30.2D: THE DURATION OF THE CHOICE VACATION PERIOD.

The choice vacation period will be from the first full week in January through the last full week in November and from December 26 through December 31 of each year.

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

The beginning day of the vacation period shall start on the first service day following the employee's non-scheduled day.

30.2F: WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN EITHER OF EITHER 5 OR 10 DAYS.

An employee may at his option request two (2) selections during the choice vacation period, in units of either 5 or 10 working days - the total not to exceed the ten (10) or fifteen (15) days the employee is allowed to use, as outlined in Article 10, Section 10.3D1 and Section 10.3D2 of the National Agreement.

30.2G: WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

Jury duty, State and National Conventions shall not be charged to the choice vacation period.

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

A maximum of 15% of the Mail Handler complement shall be allowed leave for each week of the choice vacation period.

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

All employees requesting advanced leave for the next leave year may submit a PS Form 3971 in duplicate to management by November 15. All such PS Form 3971's will be processed and returned no later than December 15.

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

The beginning date of the new leave year shall be posted on all bulletin boards by management, not later than November 1.

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

The remainder of the employee's annual leave may be granted at other times of the year as requested by the employee on a first come, first serve basis. All 3971's will be processed and returned in hand to the employee within 48 hours except in unforeseen circumstances. Employees must hand the 3971's to the supervisor. The employee, at their option, may retain the initialed and dated copy until the supervisor approves or disapproves the request. If requested by the employee, the supervisor shall sign and note either approved or disapproved on the employee's copy. The employee must have an approved 3971 prior to taking leave.

The parties agree that the efficiency of the Postal Service is of paramount importance. However, it is agreed that the employer shall extend due consideration to any request for the purpose of observing birthdays, anniversaries, religious holidays and funerals.

All advance commitments for granting leave must be honored, except in serious emergency situation, which is defined to mean an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

Employee(s) requesting emergency annual leave must notify Postal authorities as soon as possible as to the emergency and the expected duration of the absence. As soon as possible after the return to duty employee(s) must submit PS Form 3971 and explain the reason for the emergency to their supervisor.

Request for emergency annual leave will be granted if approved by the immediate supervisor. Every possible consideration for appropriate leave shall be given in situations of personal emergency.

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

Overtime will be given to the craft which would normally be required to perform the work necessitating the overtime.

Separate overtime desired lists will be maintained and applied to Mail Handlers only.

Overtime Desired list shall be by:

1. Main Office by Tour
2. Postal Annex by Tour
3. Sub-Station by Tour

30.2M: THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR THE TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

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 practice.

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.

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 another occupational group within the same installation.

30.2N: 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.

Mail Handlers on Light Duty will be moved to any of the light duties areas in an effort to achieve eight hours of work.

The Mail Handler craft shall be notified of any Mail Handler duties designated as light duty assignments to other crafts.

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

The following light duties and assignments shall be considered as, but not limited to, light duty work for full-time or part-time flexible Mail Handler employees:

1. Examining empty equipment
2. Hanging pouches and/or sacks
3. Culling, batching and trying of letter mail
4. Loading of letter mail on ledges
5. Re-wrapping of damaged or open mail
6. Handstamp table
7. Facing of mail on reject tables

Other duties may be considered for light duty assignments provided they are not in conflict with subsequent provisions of R-1 399.

Situations not covered by the above shall be determined on a case by case basis by management after reviewing the existing situation with the Union.

30.2P: 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.

30.2Q: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

All parking shall be on a first-come, first-serve basis at the postal annex.

30.2R: 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 the determination of the choice vacation schedule will not be part of the total choice vacation plan.

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

1. Article 12.3B 5
When the duties in an assignment change more than 50% the assignment shall be re-posted for bid.
2. Article 12.3 C
Posting in the Mail Handler craft shall be at the P&DF and the Main Office.

3. Article 12.3E 3e
If it becomes necessary to move full-time employees to perform work outside of their bid assignments, the principles of juniority shall prevail.
4. Article 12.4
For the purpose of this item, sections shall be defined in Item P.
5. Article 12.6C 4a
For the purpose of this item, sections shall be defined in Item P.
6. Article 13.3
For the purpose of this item, the principles of items M & N & O shall apply.

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

1. Quarterly, the seniority list(s) shall be updated, posted on all employee bulletin boards and four copies provided to the Union.
2. The Union shall receive a copy of all official notices which are posted and affect the Mail Handlers at the Topeka MSC. Any notices not received will be furnished to the Mail Handler Union upon request.
3. The Administrative Vice-President of the Mail Handler Union and the Manager, distribution, or their designees, will review all Mail Handler postings prior to E&LR being notified to send out the posting for bidding.

This Memorandum of Understanding is entered into on _____ at Topeka, Kansas between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 1981 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.

However, any item indicated as impasse which is subsequently resolved in accordance with Article XXX of the 1994 National Agreement will be incorporated as an addendum hereto.

For the U.S. Postal Service.

For the National Postal Mail Handlers,
Watchmen, Messengers and Group Leaders
Division of the Laborers' International Union of
North America AFL-CIO.