

National Postal Mail Handlers Union Local No. 297

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Local President

Chris Bentley
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Mo. State Exec. Brd. Mbr.

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November 6, 2013

Greetings Brothers and Sisters:

On Tuesday, November 05, 2013, representatives from the United States Postal Service and the National Postal Mail Handlers Union, AFL-CIO entered into a Local Memorandum of Understanding (LMOU) for the Kansas City, Missouri Processing and Distribution Center. Negotiations, which began on September 25, 2013 and concluded on October 25, 2013, **were conducted with dignity and respect from both sides of the table.**

Representatives from the Union included Spokesperson Acquanita Russaw, Marie Williams, Nathaniel Campbell, Karen Marks, Chris Bentley, and me.

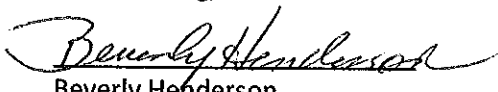
Management representatives included spokesperson Mark Scarborough, Mary Cheeney, Dan Sharitz, Kenny Madison, Karen Jones and Kevin Graham.

As you know, the Union's position has always been to avoid opening the LMOU because we did not want to jeopardize established policies that benefit mail handlers. We certainly did not initiate the negotiations, but I am very proud of the fact that the Union held its own, sustaining all policies of the LMOU signed in 2000 by former President Karen Seavey.

We did, however, redefine some sections and updated language to reflect the current terminology. Also, as a means to solidify the seniority of mail handlers within a section, we received a commitment from Management to rid the facility of all "generic" bid descriptions by December 31, 2013.

Please take the time to read the LMOU and be prepared to answer any questions that the membership may have. Again, thank you for your sacrifice and service to Local 297. I appreciate you all.

Union Strong,


Beverly Henderson
President, Local 297

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE
(USPS)

AND

NATIONAL POSTAL MAIL HANDLERS UNION
A DIVISION OF THE LABORERS INTERNATIONAL
UNION OF NORTH AMERICA, AFL-CIO
LOCAL 297

AT

KANSAS CITY, MISSOURI

Collective Bargaining Agreement Contract Period

November 21, 2011 – May 20, 2016

ARTICLE 30.2A: 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 30.2B: 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.

1. The guidelines to curtail or terminate postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency, shall be based on the following:
 - A. Safety and health of the employee
 - B. Hazardous weather conditions
 - C. Civil disorders
 - D. Bomb threats
 - E. Acts of God
 - F. Advice of local authorities
 - G. Fire
 - H. Other conditions
2. When a decision is made to curtail or terminate operations, on-duty employees shall be notified immediately of what actions to take. Off-duty employees shall be notified through public media and/or telephone.
3. In instances where operations are curtailed or terminated, as set forth above, the employer shall provide the current leave and/or pay provisions.
4. In instances where operations are curtailed or terminated, as set forth above, *the Branch President or other available Union official of Local 297* will be informed and kept up to date.
5. *Management instructions in its 'Emergency Action Plan' will be available for review.*
6. *In the event of any policy change(s) to the 'Emergency Action Plan', Management will notify the Branch President of the facility of such change(s) as soon as possible.*

ARTICLE 30.2C: FORMULATION OF LOCAL LEAVE PROGRAM.

When the allocated slots (as identified in 30.2H of this LMOU) for annual leave are not filled, Management will, business conditions permitting, allow up to the agreed upon number off on annual leave on a daily basis within the following guidelines:

1. Number off is the total of scheduled and *incidental* annual leave.
2. Does not apply during the month of December.
3. Employees will submit request for *incidental* annual leave as far in advance as possible. *Management will provide an answer within 5 days.*
4. All leave requests submitted *less than* a week in advance will be returned within 48 hours of the *date submitted*. Consideration should be given to religion, ethnic holiday, birthday, and other special needs.
5. If necessary to deny a request for *incidental* annual leave, the employee will be given reason(s) for the denial.

ARTICLE 30.2D: THE DURATION OF THE CHOICE VACATION PERIOD.

The choice period for assigning vacations will be the *34 week* period immediately following the week in which *March 15* falls and December 26-January 2.

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

At the employee's option, his/her vacation shall begin on the first day of the service week, or on the first scheduled day following the employee's nonscheduled days. The option will be exercised at the time the selection is made.

ARTICLE 30.2F: WHETHER EMPLOYEES, AT THEIR OPTION, MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD.

Employees, at their option, may request two (2) selections during the choice vacation period in units of either five (5) or ten (10) days, not to exceed the total of ten (10) or fifteen (15) days authorized by the National Agreement.

ARTICLE 30.2G: 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 employee's choice vacation period.

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

Up to 15% of mail handlers, by section as defined in Article 30.2P, shall be granted leave each week *during the 34 week period beginning with the 5th week of the choice vacation period, and up to 8% of mail handlers will be granted leave during weeks 1 through 4, and weeks 31 through 34, of the choice vacation period. (Weeks 1 through 4, 8%) (Weeks 5 through 30, 15%) (Weeks 31 through 34, 8%)*

The week of December 26, or the first service week following December 26 of the leave year, 5% of the mail handlers shall be allowed scheduled leave. These percentages shall guarantee that all mail handlers receive the amount of choice vacation to which they are entitled under Article 10 of the Mail Handlers National Agreement. The normal rounding rule applies. Example: 1.4 equals one off, 1.5 equals two off.

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

Employees will receive a copy of the signed and approved PS Form 3971 as their notification of approved leave.

Management shall post vacation schedules in each section.

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

The employer shall, no later than November 1, publicize on the official order book(s) and official bulletin board, the beginning date of the new leave year.

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

All employees requesting *incidental* advance leave shall submit a Form 3971, in duplicate, to Management. When approved and signed by the supervisor, the duplicate shall be returned to the employee.

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

1. Overtime Desired List shall be by tour, *by facility*.
2. Overtime Desired List shall be posted in each section.
3. Normally, mail handlers will be given one (1) hour notice of overtime.
4. Overtime Desired List shall be provided to the Branch President, Local 297.

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

Suitable work up to eight hours per day, five days per week, shall be provided for up to 30 mail handlers certified as having physical limitations. Suitable work shall include available watchman positions.

In the event requests for such work exceeds 30 mail handlers, mail handlers with permanent limitations shall have preference for such work over those with temporary limitations. Mail handlers with physical limitations resulting from on-the-job injuries shall have preference for such work over those with physical limitations resulting from other cases.

Light duty mail handlers who require light duty assignments shall have priority over other crafts for light duty assignments in the mail handler craft.

ARTICLE 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.

The mail handler craft shall be notified of any mail handler duties designated as light duty assignments to other crafts. Any light duty bid positions will be by mutual agreement.

ARTICLE 30.2O: THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY.

Light duty will be consistent with the employee's physical limitations. Light duty assignment areas include, but are not limited to, the following:

1. Incoming BBM letter setup
2. Damage repair area
3. Traffic control
4. 010/020
5. MTE
6. Any section where appropriate assignments are available

SECTION 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.

1. When management has plans to reassign within an installation, employees excess to the needs of a section, or reschedule mail handlers, they shall be given fifteen (15) days' notice, whenever possible.
2. Assignments comprising sections should be as follows:
 - A. East Dock (Platform, Run-Outs and Induction Stations)
 - B. West Dock (Platform, Run-Outs and Induction Stations)
 - C. Collection Dock/BMEU
 - D. South Dock
 - E. 010/AFCS (AFCS pending outcome of National Jurisdiction Arbitration)
 - F. 020
 - G. Banding/RT-21, RT-22
 - H. APPS
 - I. APBS
 - J. AFSM/LCTS/AFTU – Third Floor (035 pending outcome of National Jurisdiction case)
 - K. FSS
 - L. Manual (2nd Floor Induction/LCTS/No-Label Line/MTE)
 - M. Priority/Surface Platform/SWYB Platform – First Floor

Positions identified to load/unload elevators and transport via elevators are attached to various units by tour.

ARTICLE 30.2Q: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

1. Management shall provide parking at:

KCMO P&DC, 1700 Cleveland Ave.

On a first-come, first-served basis where such parking facilities currently exist and are excess to the needs of the Postal Service.

2. Parking spaces shall be reserved for Local 297 officers in the following manner:

P&DC – 5

And shall be reasonably located.

ARTICLE 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 determination of the choice vacation schedule, shall not be part of the total vacation plan.

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

1. Quarterly, the updated seniority roster shall be provided to the Branch President and to the office of the President, Local No. 297.
2. 12.3B5 – (12.3 Principles of Posting) (B5. The determination what constitutes a sufficient change of duties...to cause reposting...) When duties or principle assignment area changes more than 50%, reference should be made to Article 12, Section 3.B7, which states “Change in duty Assignments, as specified below, will require reposting:
 - B7a A 50% change in duties (actual duties performed).
 - B7b A change in principal assignment area which requires reporting to a different physical location; i.e.: station, branch, facility annex, etc., except the incumbent shall have the option to accept the new assignment.
3. 12.3C – (Place of Posting) “The notice inviting bids for a craft assignment shall be posted on all official bulletin *and order books* at the installation where the vacancy exists, including stations, branches and sections.”
4. 12.3E3g – (12E Successful Bidder) For temporary reassignments not covered under Article 25, the movement of people outside the bid assignment area will be as follows: (Same as 30.2T, Item 1)
 - A. Casuals
 - B. MHA’s
 - C. Part-time Regulars
 - D. Full-Time Regular employees in overtime status, by juniority
 - E. Full-Time Regular employees not working own bid, by juniority
 - F. Full-Time Regular employees on bid assignment, by juniority
 - G. Return by seniority
5. 12.4 – (Definition of a Section) Sections will be determined by pay locations by tour.
6. 12.6C4a – (12.6 Reassignments) (C4a) “The identification of assignments comprising for this purpose a section shall be determined locally”. Sections will be those outlined in Article 30.2P of this Local Memorandum.
7. 13.3A – (13.3A Through Local Negotiations, each office will establish the assignments that are to be considered light duty within this office.) Addressed in Article 30.2O.

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

1. The transfer of employee to work assignments in section other than those in which mail handlers are normally assigned shall be on the following basis:
 - A. Casuals
 - B. MHA's
 - C. Part-Time Regulars
 - D. Full-Time Regular employees in overtime status, by juniority
 - E. Full-Time Regular employees not working own bid, by juniority
 - F. Full-Time Regular employees on bid assignment, by juniority
 - G. Return by seniority
2. Sections as defined in Article 30.2P shall apply to Article 12, Section 6C4a of the National Agreement.
3. *Under normal conditions, employees shall not be protected from reassignment to sections other than the section currently being worked solely by assignment to a higher level position in accordance with Article 25 of the National Agreement, unless such assignment was previously offered to a senior employee.*
4. *Higher level employees shall work their bid assignment while in an overtime status if the position is being filled in accordance with Article 25 of the National Agreement, unless such assignment causes a Full-Time Regular employee working his/her own bid assignment to be reassigned to another section.*

This Memorandum of Understanding is entered into on 11/05/2013, at Kansas City, Missouri, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, Local No. 297, pursuant to the Local Implementation Provisions of the 2011 National Agreement with the National Postal Mail Handlers Union, AFL-CIO.

A handwritten signature in cursive script, reading "Russell J. Floyd", written over a horizontal line.

For the United States Postal Service
Russell J. Floyd
Plant Manager
Kansas City, MO Processing & Distribution Center
Kansas City, MO 64121-9998

A handwritten signature in cursive script, reading "Beverly Henderson", written over a horizontal line.

For the National Postal Mail Handlers Union
Beverly Henderson
President,
National Postal Mail Handlers Union, Local 297
Kansas City, MO 64111-2414