

**LOCAL MEMORANDUM OF
UNDERSTANDING**

BETWEEN

UNITED STATES POSTAL SERVICE

AND

**NATIONAL POSTAL MAIL HANDLERS UNION,
AFL-CIO**

AT

WICHITA, KANSAS 67276-9998

2011-2016

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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 canceled week(s) of annual leave, that were previously full, will be posted on that tour's bulletin board. Employees in that section may bid on these week(s) subject to the limitations of the National Agreement.

9. When an employee requests incidental leave, a PS Form 3971 shall be completed and presented to a Supervisor by the employee. The Supervisor will normally approve/disapprove the request within 48 hours of receipt of the PS Form 3971. Incidental leave will be approved on a first come-first served basis. Seniority does not prevail unless two or more requests are submitted simultaneously. If the employee requesting leave is not on duty within the 48 hour period, it will be his/her responsibility to contact the Supervisor to find out the disposition of the leave. Whenever the effective date of the leave falls sooner than 48 hours, the Supervisor shall respond to the request as soon as possible prior to the effective date of the leave.
10. Requests by employees to cancel scheduled leave periods should be submitted to the immediate supervisor at least fourteen (14) days prior to the first day of the scheduled leave period. Exceptions to the fourteen (14) day notice may be granted on a case-by-case basis; however, canceled leave periods without fourteen (14) days notice are not subject to being posted, per Number 8 above.
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 available during the month of December at the non-choice rate (10%).
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 shall not be charged against the maximum allowable leave during the choice or non-choice vacation period. Leave used to attend Union activities, to include but not limited to National and State Conventions, shall be counted against the total leave percentage, but shall not be counted against the employee's choice vacation selection(s).

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 allowed off on scheduled annual leave each week during the choice vacation period shall be 13.6%. The remainder of the leave year will be at 10%, except for the period during December (as specified in the Postal Bulletin) in which there will not be any available leave slots.
2. When applying percentages, any fraction of 0.50 or more will be rounded to the next higher whole number. Any fraction less than 0.50 will be rounded to the next lower 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 THE ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

Employees requesting incidental annual 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 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 NPMHU or Tour Steward will be consulted prior to the assignment.
3. Situations not covered by the above shall be determined on a case-by-case basis by management after reviewing the situation with the Branch 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 MHA employees requiring Light Duty or other assignments, giving each request special 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 may be considered, but not limited to, light duty work for the Mail Handler craft:
 - A. Hanging pouches and/or sacks
 - B. Culling/traying of letter mail
 - C. Rewrap and Repair of damaged or open flats/letters/SPRS/packages
 - D. Hand cancel
 - E. Rejects
 - F. Facing of LSM rejects
 - G. Overflows
 - H. 010 Culling Belts
 - I. Model G
 - J. SCF Parcel Post Pouch Rack
 - K. Loading Sleeve carts for LCTS
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 addressed within this LMOU or not covered by the National Agreement shall be determined by management on a case-by-case basis after reviewing all applicable facts with the Local Branch 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 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 NPMHU.

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

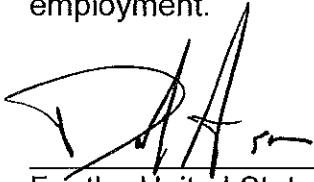
AGREEMENT.

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.

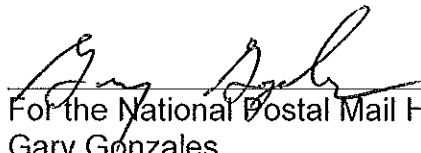
ARTICLE 30.2-S: LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.

1. The Local Branch President will be provided with an updated seniority roster list on a quarterly basis.
2. Copies of all quarterly overtime desired lists for each tour, holiday schedules for each tour, notices which affect seniority, reassignments and the posting and awarding of all jobs will be provided to the Local Branch President.

THIS MEMORANDUM OF UNDERSTANDING is entered into on January 24, 2014, 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
Douglas Stephens
Plant Manager



For the National Postal Mail Handlers Union
Gary Gonzales
Branch President