

MAIL HANDLER CRAFT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on October 27, 1987, at Springfield, MO, between the representatives of the United States Postal Service and the designated agent of the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Provision of the 1987 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

SECTION A. ADDITIONAL OR LONGER WASH-UP PERIODS.

1. Mail Handlers performing dirty work or working with toxic material shall be granted reasonable wash-up time before out-to-lunch and/or end tour.

SECTION B. GUIDELINES FOR CURTAILMENT OF TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

1. The orders of civil authorities and local emergency conditions such as floods, severe storms, heavy accumulation of ice and snow, etc., will be considered by Management in determining the extent to which the postal service will be curtailed to assure the safety of employees.
2. Management shall attempt to notify the employees affected at the earliest possible time of termination or curtailment of postal operations. Such attempt at notification shall include, but not necessarily be limited to, the telephone and/or available public media such as television or radio. On-duty employees shall be notified as soon as possible of what action to take.
3. The Union shall be advised of current conditions in a timely manner.
4. Bomb Threats and Scare: Evacuation of all employees from building. Civil authorities to be called immediately.
5. Tornado Warnings: All personnel will be moved to the safest part of the building under the guidelines of local tornado procedure.

SECTION C. FORMULATION OF LOCAL LEAVE PROGRAM

1. All employees shall be allowed to make two (2) selections in the choice vacation selection period. These selections shall be made in separate rounds and in accordance with the provisions of Article 10, Section 3, of the 1987 Mail Handlers National Agreement.
2. Each Tour Superintendent will place a chart on the Mail Handler Bulletin Board for ready access for all Mail Handlers.
3. For weeks not selected, leave will be granted in accordance with Article 10.5, C, of the Mail Handlers National Agreement.
4. For leave during prime time, after the initial sign-up period:
  - (a) For leave of less than one (1) week, but more than one day, leave shall be granted provided the request is submitted seven (7) days in advance of the leave period.
  - (b) Requests must be on PS Form 3971, in duplicate, and handed to the Supervisor.
  - (c) A limit of five times shall be placed on this procedure.
5. For weeks relinquished:
  - (a) Weeks must be relinquished no later than three (3) weeks in advance.
  - (b) Leave must be reposted immediately for a period of seven (7) days.
  - (c) Periods of less than a week can be turned in with the approval of the Supervisor.
6. Mail Handlers who transfer from one Tour to another takes his/her leave selection to the new tour.
7. No trading of vacation among Mail Handlers.

SECTION C. (CONTINUED)

8. Submission of leave applications for leave during the choice period when submitted after January 31 shall be in writing on PS Form 3971 and tendered personally to Management, in duplicate, at least three (3) days in advance of requested leave. Management shall approve or disapprove in writing within two (2) days after submission of PS Form 3971 and will return one copy to employee personally. If Management does not return copy to employee as stated above, leave shall be automatically granted.

9. On a daily basis, leave requests will be made in writing on PS Form 3971, in duplicate, and tendered personally to Supervisor. Leave requests shall automatically be approved if not acted upon by Management prior to beginning of requested leave time.

SECTION D. THE DURATION OF THE CHOICE VACATION PERIOD.

1. The choice vacation period shall be from the first Saturday in March through the third week of November.

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

1. The vacation period will commence with the service week, starting first day scheduled after the employee's two days off.

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

1. First selection by seniority--an employee may take 5 or 10 days. Second selection by seniority--an employee may take 5 or 10 days.

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

1. The parties agree that jury duty and attendance at National or State Conventions shall not be charged to the choice vacation period.

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

1. Fifteen percent of Mail Handlers from each tour shall receive leave each week during the choice vacation period.
2. When the percentage exceeds a whole number by .5 or more, another employee shall be allowed off each week.

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

1. Each Mail Handler shall receive a written notification of the choice vacation period granted to him/her no later than two weeks after January 31. A general roster of scheduled choice vacation periods shall be posted by tour.

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

1. The beginning date of the new leave year will be posted on all Bulletin Boards by November 1.

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

1. Procedure for submission of leave applications at other than during the choice period when submitted after January shall be in writing on PS Form 3971 to Management, in duplicate, at least three days in advance of requested leave. Management shall approve or disapprove in writing within two days after submission of PS Form 3971 and will return one copy to employee. If not done, leave shall be automatically granted.

2. On a daily basis, leave requests will be made in writing on PS Form 3971 and tendered personally to Supervisor. Leave requests shall automatically be approved if not acted upon by Management prior to beginning time of the leave requested.

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

1. The Overtime Desired List shall be by Tour.

SECTION 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.

1. Every effort shall be made to reassign the concerned employee on light duty within his/her present craft or occupational group even if the assignment reduces the number of hours of work for the supplemental work force. Light duty assignments shall not be established which will "bump" an employee from a regular bid position.

2. Use of vacant assignments or establishment of supplemental regular assignments may be a means to reserve light duty. Article 13.4 Cross Craft Memorandum of Understanding, shall be the method to obtain light duty outside the Mail Handler Craft.

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

1. Light duty assignments in this installation shall be predicated on the medical diagnosis of a licensed physician or chiropractor of the physical capabilities and limitations of such ill or injured employees at the time a request is received from the employee.
2. Management shall meet with the appropriate Union Representative and after consultation and discussion of the physician's prognosis will determine the duties of a light duty assignment.

SECTION 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.

1. Dock
2. Carousel
3. Sack Area & Outgoing Parcel Post Area
4. City Opening - Pref.
5. City Opening - Non-Pref.
6. SCF Opening - Pref.
7. SCF Opening - Non-Pref.
8. 010 & 020
9. Mail Staging & Spreading Area
10. Glenstone Station

If deemed necessary by both the Mail Handlers and Management, this Article can be reopened.

SECTION Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

1. When and if parking facilities become available, such spaces will be awarded on a first-come, first-served basis.

SECTION 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.

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

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

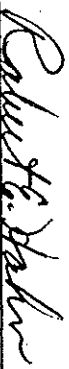
1. ARTICLE 12.3 C: Bidding for duty assignments will be on an installation-wide basis.
2. ARTICLE 12.3 E3e: Full-time Regular Mail Handlers will be moved off their duty assignments by juniority and only after all Casuals first and then all Part-time Flexibles are moved out of the Section.
3. ARTICLE 12.4: Definition of a Section.
  - (a) Job Within An Area
  - (b) Type of Work
  - (c) By Station
  - (d) Incoming
  - (e) Outgoing
4. ARTICLE 12.6 C4a: Employees excess from a Section in the following manner:
  - (a) Casuals
  - (b) Employees From Other Crafts
  - (c) Part-time Flexibles
  - (d) Full-time Regulars by Juniority

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

1. Installation head will post a seniority list of Mail Handlers on all official Bulletin Boards quarterly and will send a copy to the Mail Handler Union.
2. A copy shall be sent to the Mail Handler Union of all posted notices which affect the Mail Handler Craft, including bid assignments.
3. All bid cards will be placed in a bid box specifically marked MAIL HANDLERS BID BOX. All vacancies will be posted in a manner of which bids can be taken from the bid box at 12:00 Noon by a member of Management and a Union Official.
4. All vacancies shall be reviewed by the Mail Handler Union Admin. Vice Pres. prior to being posted on the Bulletin Boards.



IN WITNESS WHEREOF, each of the Parties hereto has caused this Memorandum of Understanding to be signed by its duly authorized representatives.



For the U. S. Postal Service  
Springfield, MO 65801-9998



For the Mail Handler Union  
Local 297 - Springfield, MO