

2012 – 2016

**MAIL HANDLER
LOCAL
MEMORANDUM OF
UNDERSTANDING**

**CEDAR RAPIDS,
IOWA**

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into on September 27, 2013 at Cedar Rapids, Iowa, between the representative of the United States Postal Service and the designated agent(s) of the National Post Office Mail Handlers Watchman Messengers and Group Leaders Division of the Laborers International Union of North America, AFL-CIO, pursuant to the Local Implementation article of the 2012 National Agreement. This MEMORANDUM OF UNDERSTANDING constitutes the entire agreement on matters relating to Local conditions of employment.

 10-31-13
For the United States Postal Service

 10-31-13
For the Union

THIS MEMORANDUM OF UNDERSTANDING IS ENTERED INTO ON SEPTEMBER 27, 2013, AT CEDAR RAPIDS, IOWA 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 UNDERSTANDING CONSTITUTES THE ENTIRE AGREEMENT ON MATTERS RELATING TO LOCAL CONDITIONS OF EMPLOYMENT.

ITEMS WHICH REMAIN IN DISPUTE AND WHICH ARE SUBSEQUENTLY RESOLVED IN ACCORDANCE WITH THE LOCAL IMPLEMENTATION PROVISIONS OF THIS ARTICLE WILL BE INCORPORATED AS AN ADDENDUM TO THE LOCAL MEMORANDUM OF UNDERSTANDING.

ANY VIOLATION OF THIS LOCAL MEMORANDUM OF UNDERSTANDING BECOMES SUBJECT TO THE GRIEVANCE-ARBITRATION PROCEDURE.

ARTICLE 30

SECTION 30.2

A. ADDITIONAL OR LONGER WASHUP PERIODS.

Mail Handlers performing dirty work or working with toxic material shall be granted reasonable wash-up time, not to exceed five (5) minutes, before out to lunch and/or end tour.

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.

A. In the event that there is a curtailment or termination of Postal Operations to conform to the orders of Local authorities or as local conditions warrant because of emergency conditions the following shall apply.

- 1. If on duty the employees will be notified of what action to Take.**
- 2. If off duty the employer shall immediately notify the employees through local media. If no announcement is made, the employee should attempt to report to work.**

The employer shall likewise notify the employees of the cancellation of the emergency and when to return to duty. Employee should seek date and time to report back to work throughout the emergency period.

3. The Union shall be notified of the beginning of the curtailment or termination and the ending of same immediately.

**C. MAIL HANDLER CRAFT CHOICE VACATION BIDDING PLAN.
FORMULATION OF LOCAL LEAVE PROGRAM.**

1. The initial vacation selection period will run from March 1 through March 15 for choice and non-preferential periods from April 1 through March 31 the following year, excluding the month of December. The second selection period will run from March 16 through March 30.
2. During the period of initial bidding, the tour superintendent, or his representative, and a union representative, will administer the program.
3. Vacation schedule sheets for each month will be set up by management. Copies of all sheets will be furnished to the craft. Employees will complete PS Form 3971 in duplicate. The original will be retained by management. The duplicate will be the employee's record of approval.
4. Seniority Shall prevail throughout the selection period, within the applicable groups. Mail Handler Assistants will bid in order of their seniority within the applicable group (Career, Non-Career) with career mail handlers. In order to obtain annual leave under this provision, an MHA must have 40 hours of annual leave on balance at the time management acts on the request.

Applicable group consists of

1. Career Employees: Regulars, PTR's, and PTF's
2. Non- Career: MHA's

5. An employee who will be on leave during the initial bidding period will complete PS Form 3971 in duplicate indicating the first, second, and third choices for each period desired, and submit bids to management prior to March 15 of each year. If none of three choices are available, the employee will revert to the bottom of the list.
6. At the close of the second selection period any vacation time unassigned shall be awarded to the employee requesting same on a first-come, first-served basis, consistent with the

needs of the service. Where one or more employees apply on the same day for the same period, it shall be awarded to the senior employee.

7. Any employee who wishes to relinquish any scheduled annual leave during the choice vacation period must notify the scheduling supervisor in writing at least fifteen (15) calendar days in advance of the beginning of said period. The scheduling supervisor and steward will review each such request. If approved, said vacation will be posted for five (5) calendar days.

8. Management shall, following completion of initial bidding and after all bids have been posted in the vacation book, reproduce all pages showing vacation time requested in the choice period, and post same on the bulletin board for a period of ten (10) calendar days, so that employees can see what vacation time has been approved.

9. In order to guarantee a holiday off by taking annual leave an employee must take 32 hours of annual leave during his or her workweek in which the holiday falls.

10. MHA's are precluded from taking annual leave during a holiday week, unless the MHA takes forty (40) hours of annual leave during the service week in which the holiday falls.

11. At such time as operational changes are made that shift work to other tours, the Union and Management may meet to readdress percentages on any tour.

D. THE DURATION OF THE CHOICE VACATION PERIOD.

The duration of the choice vacation period shall be from the first full week of May through the last full week of October, and the service week of Thanksgiving.

E. THE DETERMINATION OF THE BEGINNING 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 consecutive non-scheduled days. If the employee has split days off, at his/her option the leave will start on the day following his/her first non-scheduled day in the service week. Mail Handler Assistants non-scheduled workdays when on a rotating schedule will be discussed with the employee, Union, and Management. If forty (40) hours of annual leave is approved for an MHA during a single service week, the MHA will not be expected to work during that service

week, except in serious emergency situations.

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

SECTION 1:

Employees earning 13 days annual leave may, at their option, request two units of five days each during the choice vacation period, or one unit of ten (10) days.

SECTION 2:

Employees earning 20 or 26 days annual leave may, at their option, request one unit of five days and one unit of ten days during the choice vacation period, or one unit of fifteen (15) days.

SECTION 3:

MHA's bidding for annual leave must have a forty (40) hour leave balance to bid during the choice bidding leave period, on the date when management acts on the request.

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

The parties agree that attendance at National or State Conventions shall not be charged to the employee's choice vacation period. This time will be reserved as part of the total choice vacation plan.

- H. DETERMINATION OF THE MAXIMUM PERCENTAGE OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.**

During the choice vacation period, 10% of the employees will be off each week by tour. Any fraction will be rounded up to the next higher number during June, July and August, and rounded down to the lower number during May, September and October.

- I. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULED APPROVED FOR SUCH EMPLOYEE.**

A PS Form 3971, submitted in duplicate, with the duplicate form returned to the employee, shall serve as the official notice of the choice vacation period approved for such employee.

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

The date of the new leave year shall be posted in each section by November 1st of each year.

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

1. All employees requesting scheduled advance leave shall submit a 3971 in duplicate to management. When approved or disapproved and signed by the supervisor, the duplicate shall be returned to the employee.
2. Mail handlers must bid for whole periods (40 or 32 hours) during the first cycle and requests of any duration during the second cycle. All applications for incidental leave will be acted on a first come first served basis. Employees will be notified of the approval or disapproval within 72 hours of the request or The Union will seek the proper remedy.

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

The overtime desired list shall be established by tour.

1. Management will maintain a quarterly "Extra Hours Sheet (EHS)" for MHA's. MHA's may add their names to the EHS prior to the start of each calendar quarter. Sign-up sheets for the EHS will be posted and maintained on the bulletin boards nearest to each mail handler time clock, on or before the 17th day of the month preceding each calendar quarter. MHA names remaining on the EHS at the end of a calendar quarter (e.g. after-tour) will be carried over to the list for the next quarter.
2. During a calendar quarter, MHA's can remove their names from the volunteer list by giving written notice to management. MHA's who have not signed the EHS, or have had their names removed, can still properly be required to work overtime (i.e. extra hours). This does not mean that they will not work overtime. MHA's may be forced to work overtime with proper notice.
3. The EHS is strictly advisory. It is intended to help management identify and assign MHA's that desire extra work and, wherever possible, avoid assigning extra hours to MHA's that do not want extra work. If management bypasses an MHA on the EHS while acting in good faith,

there will be no recourse in the grievance procedure.

M. THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS.

Mail Handlers by installation shall have temporary light duty positions reserved.

Mail Handlers by installation shall have permanent light duty positions reserved.

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.

In addition to right granted under the Memorandum of Understanding of Articles 7, 12, and 13 of the National Agreement, all available mail handler work shall be assigned to light duty employees on a priority basis.

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

A. TEMPORARY LIGHT DUTIES

Sack Verification

Facing Rejects (Sit-Down)

Waste Verification (Sit-Down)

Daubin (Sit-Down)

Handstamp (Sit-Down)

Opening Table

Timekeeping on cancellation machines

Flat Cancelling

Operation of Model G Machine

Keeping time on trailers

P.E.D.C. (Sit-Down)

Patch-Up

Tour Guide

Postal examination assistant

Separating cardboard and plastic trays

**Receiving and dispatching empty to and from stations
and branches**

Loading ledges

Typing and filing

Cost Revenue

Labeling racks

Traying Mail

Culling Mail

Ordinary Paper Belt

Stripping Mail

Processing 3971's

Labeling cases

Re-wrap (Sit-Down)

Answering Telephone (Sit-Down)

Assisting patrons

**In addition, other miscellaneous assignments
within the Craft description as capable**

B. PERMANENT LIGHT DUTY

Re-wrap

Patch-up

Ordinary paper belt

Xerox Machine

P.E.D.C.

Facing rejects

Daubin

Handstamp

Keeping time on cancelling machines

Keeping time on trailers

Tour Guide

Postal examination assistant

Cardboard and plastic trays

Sack verification

Typing and filing

Opening table

Processing 3971's

A copy of the installation head's decision on all light duty assignment requests shall be furnished to the union. The union shall be notified of the date of termination of such light duty. The union shall be provided with all requests for light duty assignments as they occur.

All light duty assignments shall be made in accordance with the attending physician's or chiropractor's certification.

P. THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION, EMPLOYEES EXCESS TO THE NEED OF THE SECTION. (For this purpose, the "section" is the entire tour.)

The identification of assignments are those duties performed within a pay location-work location by reporting time.

Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

All parking available will be on a first come-first served basis for all mail handler craft employees, with one space reserved

for the mail handler craft designated agent as close to the entrance as possible.

Until that time all craft parking will continue on a pro-rata basis, on a first come-first served basis, with one space reserved for the Mail Handler Union designated agent as close to the entrance as possible.

- 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 schedule shall not be a part of the total choice vacation plan.

- S. ARTICLE 12, SECTION .3 B 5

If the duties of an assignment are changed more than 50%, the assignment shall be re-posted for open bidding.

ARTICLE 12, SECTION .3 C

Posting in the mail handler craft shall be installation wide.

ARTICLE 12, SECTION .3 E 3 e

If it becomes necessary to move full time employees to perform work outside their bid assignment, the principle of juniority shall prevail on a rotating basis by category.

1. Senior volunteer
2. Casuals
3. MHA
4. Junior non-volunteer

ARTICLE 12, SECTION .6 C 4 a

The identification of assignments comprising a section for reassignment within an installation of employees excess to the needs of a section. (For this purpose the "section" is the entire tour.)

ARTICLE 13, SECTION .3

Employees found to be eligible for light duty assignments under this provision shall be assigned duties compatible with their limitations. These assigned duties shall be determined by mutual agreement between union and

determined by mutual agreement between union and management on an individual basis. If these assigned duties involve work normally performed by a higher level employee, Article 25 shall apply.

T. SENIORITY

In addition to right granted in Article 12 of our National Mail Handlers agreement, seniority shall govern bidding, vacation, overtime desired list, holiday scheduling and release, reassignment within an installation, and excessing. Temporary higher-level assignments will be granted by seniority on each tour.

Quarterly, the seniority list shall be updated, posted on all employee bulletin boards in each section, and provided to the Union. The seniority list will be updated each time a mail handler leaves, is added, or has his/her seniority date adjusted. The updated lists will be posted on all employee bulletin boards and the Union will receive a copy.

POSTING

Bid postings, vacation list, overtime desired list and holiday schedule shall be posted on all employee bulletin boards in each section, and bids shall be posted installation wide.

Holiday posting, vacation scheduling, overtime desired list shall be by section. The union shall be provided all postings.

Letter of intent

During a holiday scheduled, full-time regular mail handlers that volunteer to work on a scheduled day off will be selected ahead of MHA's.

In witness thereof, each of the parties' duly Authorized Representatives hereto affix their signatures:

 10-31-13
For the United States Postal Service

 10-31-13
For the Union