

Memorandum of Understanding
Between
National Postal Mail Handlers Union
Local 333, Waterloo Iowa Branch
And
The United States Postal Service
Waterloo, Iowa

This Memorandum of Understanding is entered into on October 25, 2013 at time 1500 hours. between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, pursuant to the Local Implementation Article of the 2011 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.


USPS Representative

10/25/13
Date


NPMHU Representative

10-25-2013
Date

Item A: Additional or longer wash up periods.

All Mail Handlers and Mail Handler Assistants shall be given reasonable time for wash up before clocking out to lunch, and end tour, or after handling any toxic or unknown substances.

Item 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.

The parties recognize that the Postal Service is the most valid part of the communications machinery of the USA and that historically, this Post Office has provided this service to the public without interruptions; 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. The Service 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 TV, Radio, or other means.
3. All possible consideration will be given to the recommendations of the Local Union Official.
4. The final decision shall rest with the installation head.

Item C: Formation of the Local Leave Program

1. Applications for annual leave for the choice vacation (prime time) will commence at 0900 on January 12 and close at 0900 on February 2. This bidding cycle will be for full weeks (32 hours in a holiday week, or 40 hours not in a holiday week).
2. The second cycle of bidding will commence at 0900 on February 2 and will close at 0900 on February 23.
3. Seniority shall prevail throughout the selection period. Mail handler Assistants will bid in order of their seniority within the applicable group 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.

4. A chart containing available vacation periods will be posted on the Union bulletin board. At the conclusion of each bidding period (week), the Management and Union designee(s) will together post the selections on the vacation chart.
5. Choice vacation time that is turned back must be done so at least seven (7) days before the start of the leave date to allow for other employees to bid upon said leave. Full week vacation selections must be turned back in whole week increments. There shall be no parting out of full week bids. Whole week increments to be defined as 40 hours.
6. After the initial bidding period(s) for prime time have been completed employees may bid for incidental leave. These requests shall be approved on a first come, first served basis, with seniority as the tie-breaker. All leave requests submitted and acted upon within the above procedures shall be granted in compliance with the applicable percentages in item H. Nothing in this section prohibits management from approving leave above the percentage allowed under item H.
7. All leave percentages are based on a by tour by day basis. By tour by day being defined as the number of Mail Handlers and MHA's scheduled that day as a work day on that tour. If the percentages have not been met, requests submitted at least 72 hours in advance shall be approved. Every effort will be made to approve requests submitted less than 72 hours in advance.
8. In order to guarantee a holiday off by taking annual leave, an employee must take 32 hour of annual leave during his or her workweek in which the holiday falls.
9. 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.
10. 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. This is written as the possibilities of more work and more employees could be moved to tour 2 because of delivery standard changes.

Item D: The Duration of the choice vacation period.

The duration of the choice vacation period shall include the calendar year with the following exceptions. The week of Thanksgiving and Christmas-New Year's Holiday week which are discussed in Item K.

Item E: The determination of the beginning of an employee's vacation period.

The vacation period shall start after the employee's non-scheduled work days. 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.

Item F: Whether employee's at their option may request two selections during the choice vacation period(s) in units of either 5 or 10 days.

Employee's may at their option, request 2 selections during the choice vacation period, as follows.

- a. Employees who earn thirteen (13) days of annual leave per year may request Two (2) selections in units of five continuous working days each, the total not to exceed ten (10) working days.
- b. Employees who earn twenty (20) twenty-six (26) day of annual leave per year may request two selections consisting of either one unit of five (5) working days and one unit of ten (10) working days, or two (2) units of five (5) working days each. The total selection will not exceed fifteen (15) working days.
- c. 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.

Item G: Whether jury duty or attendance at Union functions shall be charged to the choice vacation period.

1. Jury Duty will not be charged to the choice vacation period.
2. Attendance at a Union Function such as training, National or state conventions, will not be charged to the choice vacation period.

Item H: Determination of the maximum percentage of employees who shall receive leave each week during the choice vacation period.

1. Fifteen (15) percent of mail handlers and Mail Handler assistants by day by tour shall receive leave during the prime time months of January, February, March, April, and October thru Thanksgiving week in November. One Mail handler per tour being part of the fifteen (15) percent.

Twenty (20) percent of mail Handlers and MHA's by day by tour shall receive leave during the prime months of June, July, August and Christmas–New Year's Holiday. One Mail Handler per tour being part of the twenty (20) percent. Percentages are based solely on the number of Mail Handlers and Mail Handler Assistants, on the rolls by day by tour at the time of bidding.

2. Fractions: 0.5 and above will be rounded up, 0.4 and below will be rounded down.

Item I: The Issuance of official notices to each employee of the vacation schedule approved for such employee.

1. The duplicate copy of the 3971, submitted for a choice vacation selection will be completed and returned to each employee within 2 of the employee's working days of item C5 above (February 2 thru February 23).
2. If a receipt for a completed 3971 is desired, the employee may submit the 3971 in triplicate, which shall be signed in the appropriate box and returned to the employee at the time it is submitted.

Item J: Determination of the date and means of notifying employees of the beginning of the new leave year.

Management shall post a notice on the official bulletin board notifying employees of the beginning of the new leave year. Said Notice shall be posted by November 1 of each year.

Item K: The Procedures for the Submission of Applications for Annual Leave during other than the choice vacation period.

1. Applications for Thanksgiving, Christmas and New Year's Holiday period will be accepted during the same time period as the Prime vacation bidding (week preceding Martin Luther King Jr. Holiday thru the six week bidding cycle).
2. Twenty (20) percent of Mail handlers on tour 1 and tour 3 by tour by day shall receive leave during this period. Tour 2 shall receive 1 Mail handler off. For Tour 2 and 3 Mail handlers this period will commence on December 24th and last through the Saturday after January 1st. Tour 1 Mail Handlers this period will commence on December 26th and last through the Saturday after January 1st.
3. Mail handlers must bid for whole periods (40 or 32 hours) during the January 12th thru February 2nd cycle, and requests of any duration from February 2nd thru February 23rd. 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.

Item L: Whether overtime desired list in Article 8 shall be by section and/or tour.

1. Full time Mail Handlers desiring to work overtime during said quarter shall sign their names on the "overtime desired" signup sheet.
2. Said sheet will carry one place for employees to indicate their desiring to work overtime, over 8 hours per day and their non-scheduled days. Two or three lists for overtime (10 hour list and/or 12 hours list and /or non-scheduled list) can be allowed by mutual agreement by quarter.
3. The overtime desired list shall be established by tour then section.
 - a. Regular scheduled days: For Mail Handlers working their regularly scheduled day, overtime shall be by tours. If overtime desired list for that tour is exhausted then the proper procedure is to select from the section (installation wide).
 - b. Non-scheduled days: For Mail Handlers working their non-scheduled days, the list shall be by tour. When that sub-list is exhausted it shall be by section. (installation wide) For non-scheduled days, there shall be two separate rotating lists by tour, then by installation wide.
4. Mail Handlers will be given as much advance notice as possible for overtime. When insufficient notice is given for overtime, the Mail Handlers Union will seek a proper remedy.

5. Employees on the “overtime desired” list from the previous quarter shall have their names automatically placed on the list for the next quarter, and their names shall remain on the list unless they provide the Employer with written notice of their desire to remove their names from the list. (National Agreement Article 8.5)

Item M: The number of light duty assignments to be reserved for temporary or permanent light duty assignment.

1. Management will give every consideration to documented requests for light duty. Such assignments will be consistent with the needs of the service and the restrictions of the employee. (Restrictions being defined as physical limitations, convalescence duration as specified in the statement of the employee’s licensed physician, chiropractor or other acceptable Health Care Provider).
2. Management shall meet with the appropriate Union representative and after consultation and discussion, determination of the duties of a light assignment, consistent with the prognosis of the physician etc., shall be agreed to.

Item 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.

No employee on light duty shall “bump” any regularly assigned employee on a regular bid position. Usage of vacant assignments or establishment of supplemental regular assignments will be investigated, after consultation with the appropriate Union representative. Specific assignment on light duty will be in accordance with Item O.

Item O: The identification of assignments that are to be considered light duty.

In accordance with Items M and N, no assignments will be specifically designated as light duty. There will be no cross-craft duty assignment unless all work assignments available in the employee’s craft are combined. No cross craft light duty assignments shall be made until consultation with the craft involved has been held.

Item 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.

Item Q: The assignment of employee parking spaces.

Management and the Union will meet to discuss any changes to existing parking arrangements. The designated parking space for the Local 333 Mail Handlers representative will remain the same.

Item 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.

Attendance at a Union Function such as training, National or state conventions, will not be charged to the total vacation period.

Item S: Those other items which are subject to local negotiations as provided in the following articles:

Article 12.3B5: No assignments will be posted because of change of duties, unless the change in duties exceeds fifty (50) percent.

Article 12.3C: Bids for assignment shall be posted on all official bulletin boards at the installation where the vacancy exists. Copies of the notice shall be given to the designated agent of the union. When an absent employee has so requested in writing, stating the employee's mailing address, a copy of any notice inviting bids shall be mailed to the employee by the installation head. Posting and bidding for preferred duty assignments shall be installation wide unless otherwise specified by the local agreement.

Article 12.3E3e: When it becomes necessary to move and assign full time employees outside their bid assignment area, the principle of "juniority" shall apply.

Article 12.4: For the purpose of this item, a section shall be defined as a tour.

Article 12.6C4a: For the purpose of this item, section shall be defined as defined in item P.

Article 13.3: The principles of items M, N, and O shall apply.

Item T: Local Implementation of this agreement relating to seniority, reassignments and posting.

1. **Seniority:**

Management will provide the Union with copies of current seniority rosters, higher level assignments and overtime records, etc.

2. **Reassignments:**

Mail Handlers do not have to be in the Postal Service or mail handler craft any certain period of time before consideration for reassignments. (Other crafts, promotions, etc.)

3. **Posting:**

- a. If a posted bid is withdrawn, Local 333 Mail Handler representative will be informed as to the reason.
- b. The successful bidder must be placed in the new assignment within fifteen (15) calendar days, except the month of December.
- c. Prompt notification of meetings will be sent to the Representatives of Local 333. The Union will notify Management of appropriate committee members.

Letter of Intent

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