

**LOCAL MEMORANDIUM OF UNDERSTANDING
BETWEEN LOCAL 319 of NPMHU AND USPS
CASPER, WYOMING MPF**

NOVEMBER 1996 - NOVEMBER 2000

**LOCAL MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL
319 OF THE NATIONAL POSTAL MAIL HANDLERS UNION, A
DIVISION OF LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO AND THE U.S. POSTAL SERVICE.**

PREAMBLE

—) This Memorandum of Understanding is entered into on 1 November, 1996 at Casper, Wyoming between the representatives of the United States Postal Service and the designated agent of Local 319 of the National Postal Mail Handlers Union, a Division of Laborers' International Union of North America, AFL-CIO. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

ITEM A : Additional or longer wash-up periods.

Management agrees to continue to administer the wash-up procedures for Mail Handlers according to past practice at the Casper Post Office.

ITEM B: Guidelines for the curtailment or termination of postal operations to conform to local authorities or as local conditions warrant because of emergency conditions.

In the event of 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:

1. If on duty, employees will be notified personally of what action to take.
2. If off duty, the employer shall make every effort to notify the employees concerning their reporting status through available media.
3. Off-duty employees will make every attempt to contact the main post office for instructions.
4. 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 Postmaster or his/her designee.
The safety and well-being of employees will be a prime consideration in making decisions to curtail or terminate operations.

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ITEM C : Formulation of local leave program.

1. The vacation sign-up list shall be circulated among Mail Handlers, based on office wide seniority, under the direction and supervision of the Local Union Chief Steward. Each Mail Handler shall have a 48 hour maximum period to make his or her choices. Nothing in this provision shall preclude local management from exercising proper management authority.
2. Mail Handlers will be allowed to relinquish leave. This procedure shall not be used by any Mail Handler more than once in a leave year. Relinquished leave shall be posted for a period of ten (10) days and awarded by seniority. For leave to be posted, leave must be relinquished at least fourteen (14) days prior to the employee's scheduled calendar date of the leave. If no bids are received, the leave period will become vacant leave.

ITEM D : The duration of the choice vacation period.

The choice vacation period will commence on the first Monday of each leave year and will continue through the entire leave year, excluding the first three full weeks of December.

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

A Mail Handler's vacation period will commence with the first day of his/her work week following scheduled days off. Vacation periods for part-time flexible Mail Handlers will commence on Monday with Saturday and Sunday scheduled off at the beginning, during, and at the end of the scheduled leave period. Mail Handlers with Thursday and Friday as non-scheduled days will begin their leave on Saturday of the week signed for.

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ITEM F : Whether employees, at their option, may request two selections during the choice vacation period, in units of 5 or 10 days.

1. On the initial sign-up, Mail Handlers will be granted annual leave in accordance with Article X, sections 1 & 2, of the National Agreement. Two selections will be allowed in the choice period on the initial sign-up, in units of either 5 or 10 days, not to exceed a total of 15 days. The weeks signed for may be consecutive.
2. Mail Handlers may select a second choice for a vacation period according to seniority.

ITEM G : Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

Jury duty or attendance at national or state conventions shall not be charged against the choice vacation period for Mail Handlers.

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

Mail Handlers shall be granted scheduled annual leave according to the following schedule:

January - March.....10%

First full week of April - First full week of September...20%

Second full week of September - November.....10%

Last week in December.....10%

Two lists shall be established for purposes of leave selection, designating Tour I for one slot and the combination of Tours II & III for the other slot, where two slots exist on the leave calendar. If, where two slots exist, one slot is filled by a tour employee, another employee from the same tour will not bid the remaining slot.

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ITEM L: Whether "Overtime Desired Lists" in Article VIII shall be by section and/or tour.

1. Overtime desired lists for the Mail Handler craft will be established by tour.
2. It is expected that employees who place their names on the overtime desired list will do so with the genuine intent of making themselves available for overtime when it is their turn in proper rotation to work overtime.
3. As early in the tour as possible, but not less than one (1) hour prior to the end of the employee's tour, supervisors must assess the work load to determine if overtime is needed and notify the affected employee(s). Since the needs of the Postal Service come first, If an unforeseen emergency of a non-recurring nature arises within the last hour, supervisors may require the needed number of Mail Handlers to stay overtime. The failure of a supervisor to schedule overtime prior to one (1) hour before the end of the tour because of an oversight, does not constitute an emergency.

ITEM M: The number of duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

Light duty assignments shall not be reserved for Mail Handlers in the Casper facility.

Upon application for temporary or permanent light duty assignment within the Mail Handler Craft, the Chief Steward of the local union and the Postmaster or his designee will meet as an Ad-Hoc Committee to determine available light duty for that employee. These assigned duties shall be determined by mutual agreement between the Union and Management on an individual basis. Full-time regular employees shall not be unreasonably denied eight (8) hours work per day, five days per week in accordance with their doctor's instructions, provided the employee's injury or illness is of a temporary nature and the employee is capable of being productive at the work assigned.

ITEM N: The method to be used in reserving light duty assignments so that no regularly assigned member of the work force will be adversely affected.

Light duty assignments shall not be reserved for Mail Handlers in the Casper facility. The employer and Union officials will meet to determine light duty assignments if the need should arise.


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ITEM O : The identification of assignments that are to be considered light duty within each craft represented in the office.

Light duty assignments shall be determined by mutual agreement between the union and management, based on the doctors recommendations.

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 purposes of excessing, the entire facility at the Casper Post Office be designated as the only section within the Mail Handler craft

ITEM Q : The assignment of employee parking spaces.

1. Management will continue to provide adequate parking for Mail Handlers at the Casper facility.

ITEM R : The determination as to whether annual leave or leave without pay to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the choice vacation plan.

Annual leave or leave without pay to attend union business for one (1) craft representative shall not be charged against the choice vacation period.

ITEM S : Those other items which are subject to local negotiations as provided for in the National Craft Supplemental Agreements.

1. The seniority roster for Mail Handlers will be updated quarterly and a copy will be given to the Chief Steward of the Union.
2. Local Labor/Management meetings will be held upon request by either party. An agenda will be submitted one (1) week in advance by the party requesting the meeting. Management will schedule the meeting. Two persons will be allowed to be present at the meeting for the Union, on the clock, if scheduled. Management will keep minutes of the meetings showing agenda items presented and responses and will give the union four (4) copies of the minutes within the two (2) weeks following the meeting. The meetings can be cancelled only by mutual Labor and Management agreement.


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ITEM I : The issuance of official notice to each employee of the vacation schedule approved for him/her.

A general roster of scheduled choice vacation periods shall be posted on the official Mail Handler bulletin board. As leave is relinquished or rebid, the roster shall be updated. Form 3971, Request for or Notification of Absence, will be completed by the employee at least one week prior to scheduled leave and submitted to the tour supervisor.

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

Post on official Mail Handler bulletin boards thirty (30) days prior to leave year.

ITEM K : The procedure for submission of applications for annual leave during other than the choice vacation period.

1. First come basis for unused leave periods of one (1) or more weeks. Requests for this leave will be automatically granted if submitted at least seven (7) days prior to the beginning of the leave period requested.
2. Application for annual leave of less than one (1) week will be submitted on PS form 3971, in duplicate, to the employee's immediate supervisor. The supervisor will initial both copies and return one to the employee to show receipt of the request. Requests shall not be submitted more than thirty (30) days in advance of the first day of the requested leave. The supervisor shall approve or disapprove the request and return a copy to the employee within three (3) days. Any such leave shall be considered on a first come basis.
3. The employer shall make every reasonable effort to grant all Mail Handlers three (3) hours annual leave or leave without pay, at the employees option, to attend all scheduled meetings of the local union, provided that the employee submits a request at least two (2) weeks in advance of the meeting.


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ITEM T : Local implementation of the National Agreement relating to reassignments and posting.

1. In the case of retirements, etc., when advance notice is given and the vacant assignment is to be posted, it will be posted far enough in advance so the successful bidder can take over as soon as possible after the vacancy occurs.
2. All assignment bids for Mail Handler Craft positions will be posted for a minimum of ten (10) days.
3. In the event the duties of a Mail Handler job are changed, Labor and Management will jointly determine if the assignment is changed by 50%.
4. Mail Handlers may bid on as many jobs as are posted. If more than one position is bid, preference should be shown by bid number individually on form 1717 to indicate the order of preference.
5. In the event there are no bids for a position and the position is to be retained, the junior unassigned classified regular Mail Handler will be assigned to the vacancy.
6. When the reporting time of a regular position is changed in excess of one (1) hour, the incumbent will be given preference of whether to retain the assignment or to have it posted for bid.
7. Each job bid should be submitted on form 1717 and deposited in the job bid receptacle. After the job bid has closed, a representative of Management and a designated Union representative shall remove and open the bids.
8. The Union Chief Steward shall be notified of and permitted to review all vacant or newly created craft positions prior to posting if possible.
9. The successful bidder for a vacant or newly created assignment shall be placed in the assignment within fifteen (15) days of the closing of bids.

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