

**MEMORANDUM OF
UNDERSTANDING
BETWEEN U.S. POSTAL
SERVICE
CHEYENNE, WYOMING**

AND

**NATIONAL POSTAL MAIL
HANDLERS UNION
A DIVISION OF LABORER'S
INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO
LOCAL 319**




PREAMBLE

This memorandum of Understanding is entered into on October 30, 2013 at the Cheyenne P&DC, Wyoming, between representatives of the United States Postal Service and the designated agent of the National Postal Mail Handlers Union (NPMHU), AFL-CIO, a division of the Laborer's 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.

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 Cheyenne Post Office.


Management/Scott Wood

10-30-13
Date Signed

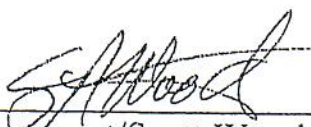

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B. Guidelines for the curtailment or termination of Postal operations to conform to local authorities or as local conditions warrant because of emergency conditions.


In the event of a curtailment or termination of Postal Operations to conform to the 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 actions 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 Manager, Mail Processing/Postmaster or 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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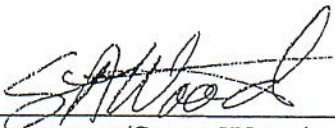


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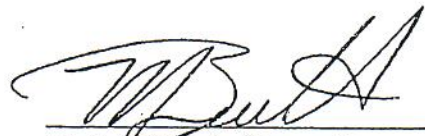
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C. Formulation of local leave program.

1. Management at the Cheyenne Post Office will honor all requests for vacant weeks which are submitted at least seven (7) days in advance of the leave period requested. Employees may submit requests for vacant leave in the appropriate leave section as defined in Item H of the LMOU.
2. Mail Handlers shall be allowed to relinquish leave when a successful bid is made on a more desirable leave period. This procedure should not be used by any Mail Handler more than one during any leave year.
3. The vacation sign up list shall be circulated among Mail handlers based on section seniority, under the direction and supervision of the Local Union President or designee. Each Mail Handler shall have a 24 hour maximum period to make his or her choices. A current duplicate copy will be provided to management. Nothing in this provision shall preclude local management from exercising proper management authority.


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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, which includes the first full week after Christmas.


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


1. A full time regular Mail handler's vacation period will commence with the first day of his/her work week following their scheduled days off. Mail handlers with Thursday and Friday as non scheduled days will begin their leave on the Saturday of the week signed for.
2. 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.



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

1. On the initial sign-up, Mail Handlers will be granted annual leave in accordance with Article X, Section 3 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 10 or 15 days, respectively. The weeks signed for may be consecutive.
2. The leave roster will be circulated a second time in accordance with Item C., paragraph 3 of the LMOU allowing a selection of 5 days of continuous leave during the remaining available choice vacation period. This is not intended to increase the number of employees who shall receive leave each week during the choice vacation period.


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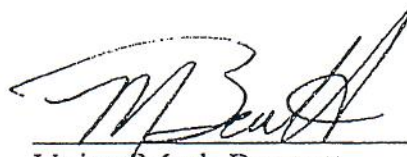
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G. Whether jury duty and attendance at National State Conventions shall be charged to the choice vacation period.

Mail Handlers called for jury duty or Union Officials attending National or State Conventions shall be charged to the choice vacation period.


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

1. January - March 6%
April - October 9%
November 6%

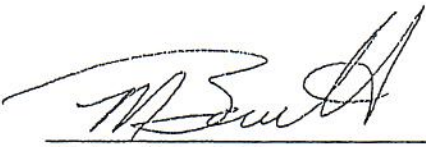
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2. The section designation for the Cheyenne Post Office will be by tour for annual leave and overtime.

Both parties agree to #2.
The NPMHU does not agree to #1, and They
will be sending it to impasse.
NPMHU is also asking That percentages of
0.50 and higher are rounded up.


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- I. The issuance of official notices to each employee of the vacation schedule approved for such employee.

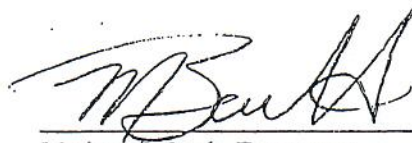
A general roster of scheduled choice vacation periods shall be posted on the Official Mail Handler Bulletin Board. As leave is relinquished or rebid, the roster shall be updated.



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

Post on Official Mail handler Bulletin Board thirty (30) days prior to leave year.



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

1. Relinquished leave will be posted for bid for a period of ten days and awarded by seniority starting at the first person junior to the individual relinquishing the leave. For leave to be posted, leave must be relinquished at least 15 calendar days prior to Saturday of the leave week to be relinquished. If no bids are received, the leave period will become vacant leave.
2. Application for incidental leave 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 and return it to the employee within 3 days. Any such leave shall be considered on a first come first served basis and must be for the current leave year.
3. When the request is made more than 21 days in advance of when the leave is to begin, the supervisor shall either approve or disapprove the request and return a copy to the employee by the 18th day of when the leave is to begin.



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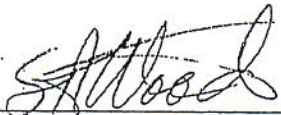
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L. Whether "Overtime Desired Lists" (ODL) in Article 8 shall be by section and/or tour.

1. Overtime Desired Lists for the Mail Handler craft will be established for each tour.



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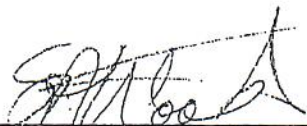
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10/30/13

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- M. The number of duty assignments to be reserved for temporary or permanent light duty assignments.

The number of light duty assignments to be reserved for temporary or permanent light duty assignments shall be consistent with Article 13.3B and 13.3C of the National Agreement.



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- N. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular workforce will be adversely affected.

The employer and Union Officials will form an ad-hoc committee to study assignments if that need should arise. Findings of such committee would be implemented on a need basis.



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10-30-13

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

The following assignments shall be considered as light duty assignments in the Mail Handler craft will remain on the same tour:

1. Dressing sacks and labeling.
2. Sack examination.
3. Culling mail.
4. Sweeping cases.
5. Mail repair.
6. Traying mail.
7. Any other assignments determined by mutual agreement between Union and Management.


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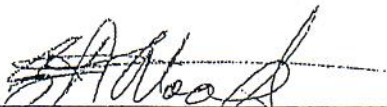
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- P. The identification of assignments comprising a section when it is proposed to reassign within an installation employees excess to the needs of a section.

The section designation for the Cheyenne Post Office will be by tour for the permanent excessing of employees from a section.


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Q. The assignment of employee parking spaces.

Management will continue to provide adequate parking for the Mail Handlers at the Main Post Office. In addition, Management will provide one parking space at the Main Post Office designated for the Union in accordance with Article 20.4b of the National Agreement.



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10/30/13

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- 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 choice vacation plan.

Annual leave to attend Union activities for two (2) craft representatives shall not be charged against the choice vacation period.


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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 Union President.
2. Local Labor-Management meetings will be held every other month. An agenda will be submitted by Tuesday of the 3rd week of the month from the Union. Management will schedule the meeting during the 4th week. Two persons will be allowed to be present at the meeting for the Union, one on the clock. Management will keep minutes of the meetings showing the agenda items presented and management's responses, and will give the Union 4 copies of these minutes within two weeks following the meeting. The meetings can be cancelled only by agreement by both management and the Union.


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T. Local implementation of the National Agreement relating to reassignments and postings.

1. All assignment bids for Mail Handler Craft positions will be posted for a minimum of ten (10) days.
2. In the event a Mail Handler job is changed, if the assignment retains more than 50% of the original duties, the Mail Handler holding the job shall retain it.
3. Mail Handlers may bid on as many positions as are posted utilizing the computer/phone bidding process.
4. 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.
5. When the reporting time of a regular position is changed in excess of one (1) hour and up to and including four (4) hours, the incumbent will have the preference of whether or not to retain the assignment.
6. The Union President will be provided with a copy of all vacant or newly established craft positions prior to posting, if possible.



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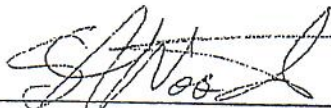


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Article.V. Separability

Should any part of this agreement or any provisions contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction or found to be in violation of the National Agreement, such invalidation or such part or prevision of this agreement, shall not invalidate the remaining portions of this agreement and they shall remain in full force and effect.



Management/Scott Wood

10-30-13
Date Signed




Union/Mark Bennett

10/30/13
Date Signed

In witness whereof the parties hereto affix their signatures below, this

30th day of October, 2013.


For the United States Postal Service:


Signature

Scott A. Wood
Printed Name

10-30-13
Date

For the NPMHU:


Signature

Mark Bennett
Printed Name

10/30/13
Date