

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE

AND

CAPE COD PROCESSING & DISTRIBUTION FACILITY

1990

MAIL HANDLER CRAFT

ARTICLE 30

This agreement, (referred to as the Local Implementation - Article 30 - National Agreement (1991) entered into at Buzzards Bay, MA 02532, between the representatives of the United States Postal Service and the designated agent of the National Postal Mailhandlers Union, together with the National Agreement on matters relating to local conditions of employment.

Every effort shall be made by management to arrange five (5) consecutive work days, when possible, for employees in the mailhandler craft.

When a FT mailhandler is absent from duty during any one week, PT flex mailhandler will be given preference over casuals if the need to cover the vacancy exists.

ITEM A - ADDITIONAL OR LONGER WASH-UP PERIODS

Wash-up time of five (5) minutes shall be allowed at swing period and at end of tour. Additional wash-up time shall be granted on a reasonable basis to mailhandlers who perform dirty work or work with toxic material.

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.

1. When a determination has been made that an emergency situation exists which would prevent employees from working or reporting to work, operations shall be terminated, and the affected employees will be notified as soon as possible. For all conditions outside of management's expertise, civil authorities shall be contacted, and their advice shall be taken under consideration.
2. Any bomb threat directed at any unit shall result in the immediate evacuation of the building involved. Employees shall not be made to re-enter the building until it has been inspected and declared safe by proper authorities, such as police or fire officials.
3. In all cases, ~~the postmaster or his designee shall~~ consult with the General President, or his designee, as soon as possible.

ITEM C - Formulation of local leave program

(NOTE: PUT IN CANCELLATION LANGUAGE OF ANNUAL LEAVE)

Same as Article X, National Agreement; including the following; Management and the National Postal Mailhandlers Union, Buzzards Bay, MA agree that when an employee submits a PS Form 3971 for annual leave to the supervisor, an answer will be received within forty-eight (48) hours as to whether the leave has been approved or disapproved. Failure to notify employee within forty-eight (48) hours that the request has been approved or disapproved will mean that the leave is approved.

ITEM D - THE DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period shall be 24 consecutive weeks beginning with the first Saturday in April.

ITEM E - DETERMINATION OF BEGINNING DAY OF EMPLOYEE'S VACATION PERIOD

For those employees who are N/S Saturday/Sunday all vacation periods will begin on Monday. For those employees who are N/S other than Saturday/Sunday, all vacations will begin on the day after the second N/S day.

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

Employees shall have the option of selecting two periods of annual leave during the choice vacation period.

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

a. Employees called for Jury Duty or union officials attending national assemblies, regional assemblies, international convention and amaigamated union meetings during choice vacation period shall not be deprived of an alternate vacation period. Such alternate choice of vacation shall not be counted against the number of mailhandlers allotted for each choice vacation period.

b. Employees called for Military Service during choice vacation period shall not be deprived of an alternate vacation period, provided alternate choice does not deprive any other employee of period already selected, and does not exceed the maximum number of employees allowed off per Local Agreement.

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

There shall be 20% of the assigned mailhandlers allowed to be off on annual leave during any one week. A part-time flexible mailhandler will be given the option to cover the vacant position, if business conditions permit.

ITEM I - DETERMINATION OF THE DATE AND MEANS OF NOTIFYING
EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR

Employees will have until February 1st to make their choice vacation selections via form 1547. By March 1st of each year, management shall post the choice vacation schedule. Employees will submit 3971's to their supervisor for the period selected at least one week prior to the beginning of the vacation selected.

ITEM J - THE ISSUANCE OF OFFICIAL NOTICE TO EACH EMPLOYEE OF THE
VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

Management shall, no later than December 1st of each year, post the beginning leave year date and the upcoming year's choice vacation period dates.

ITEM K - THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD
Employees requesting unscheduled advance annual leave shall submit a PS Form 3971, in duplicate, to management. (Full-time and part-time mailhandlers).

One copy shall be initialed by the supervisor and the time noted. Copy of 3971 will then be returned to the employee. No response within 48 hours shall constitute approval.

Note: This Article has been sent to impasse by NPMU, Buzzards Bay Branch. The above language is the same as the previous local memorandum of understanding and will remain in effect pending the results of the impasse arbitration decision.

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

1. Non-scheduled day overtime desired lists will be established by tour by seniority.
2. Volunteers on other tours lists by seniority will be used, in rotation, when a particular tour's list has been exhausted.
3. Scheduled day overtime desired list will be established by seniority on a continuous rotating basis by availability.
4. A mailhandler will not be considered available for overtime unless he has had eight (8) hours off the clock between work schedules.

5. Overtime requirements and selections will be announced forty-five (45) minutes prior to the end of the employees tour of duty. A late request may be accepted at the option of the employee.

ITEM M - THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED
FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT

The parties agree that every reasonable attempt will be made to identify and assign affected mailhandler craft employees at Buzzards Bay into Light Duty Assignments when the need for placement into Light Duty Assignments arise.

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

1. No Light Duty Assignment will be permitted if to the detriment of other full-time mailhandler craft employees.
2. Any request for Light Duty must be supported by medically approved certification attention to the need for such assignment.
3. It will be the obligation of local management to advise the AVP of local 301 whenever a request for Light Duty by a mailhandler has been approved.

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

1. Any mailhandler work or assignment as defined in the mailhandler job description KP-8 and as clarified in the Mail Processing Work Assignment Guidelines, (Management instruction, dated February 16, 1979, Number 399), may be identified as Light Duty Assignments if the employee is medically capable of performing such work.

3. If and when possible, management will attempt to assign mailhandler craft employees to assignments with the same or similar hours to his normal schedule.

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

Each tour will be considered as a section in this agreement.

ITEM Q - THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Not negotiated. Refer to Article 20 - parking, of the National Agreement.

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

Refer to Item G

ITEM S - THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL
NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES:

Article 12, Section .3B5

The addition of qualification standards, physical standards, or the lowering of the PS salary level shall require reposting of the assignment.

Article 12, Section .3C

Refer to National Agreement.

Article 12, Section .3E3e

The order of movement of full-time employees shall be:

1. By volunteers, by seniority
2. Non-volunteers, by inverse seniority

Article 12, Section .4

Each tour will be considered as a Section in this Agreement.

Article 12, Section .6C4a

Each tour will be considered as a Section in this Agreement.

Article 13, Section .3

(A, B & C) are covered by Items M, N and O and are to be referred to in any instance not covered by National Agreement.

ITEM T - LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO
SENIORITY, REASSIGNMENTS AND POSTING

Local implementation of this agreement relating to seniority, reassignments and postings shall mean at the Buzzards Bay installation ~~including all stations and branches.~~

IT IS AGREED THAT ANY ARBITRATION AWARDS, OR RESOLVES,
PERTAINING TO THIS AGREEMENT, WILL BE INCORPORATED IN THE
AGREEMENT UPON NOTICE TO BOTH PARTIES OF THE RESOLUTION.

This Memo of Understanding is entered into on June 1, 1991, at Buzzards Bay, Ma
between the representative of the United States Postal Service, and the designated agent of
the Laborers' International Union of North America AFL-CIO, pursuant to the Local
Implementation Article of the 1987 Mailhandler National Agreement (NPMU LOCAL
301)

For the United States Postal Service

For the Union