

MEMORANDUM OF UNDERSTANDING

DATE: SEPTEMBER 25, 1996

Parties Hereto: Employer - U.S. Postal Service
Fort Collins, Colorado

Employee - National Postal Mail Handlers Union, a Division of the
Laborers International Union of North America, AFL-CIO,
Local #321

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PREAMBLE

This Memorandum of Understanding entered into on September 25, 1996, at Fort Collins, Colorado, between the representative of the U.S. Postal Service and the designated agents of the Union signatory to the National Agreement, National Postal Mail Handlers Union, a division of the Laborers International Union of North America, AFL-CIO, Local #321, pursuant to the Local Implementation Provision of the 1994 National Agreement. This Memorandum of Understanding, plus those items, if any, from this office which are resolved per the agreed upon impasse procedure constitutes the entire agreement on matters relating to local conditions of employment.

We the parties concerned agree to abide by the terms of the 1994 National Agreement for the term of the National Agreement.

Item A - Additional or longer wash-up periods.

All Mail Handler craft employees shall be granted two five-minute wash-up periods, one before lunch and one prior to the end of tour, in accordance with Article 8, Section 9. Additional time shall be granted when the need arises based on individual circumstances.

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. In the event of an emergency officially declared by a federal, state or local authority because of flood, storm, blizzard, tornado, or any other extreme environmental condition, management officials after consultation with the Chief Steward representing Local 321, will determine the severity of the condition as it affects Postal employees.
2. In the event of bomb threats or scare, tornado warnings, blizzards, riots, and/or any other emergency:
 - a) Management instructions on "Emergency Condition Actions" will be centrally posted for review by all employees.
 - b) Bi-annually, management will review and address the "Emergency Action Plan" with all employees.
 - c) In the event of any policy changes as to emergency condition actions, management will notify the NPMHU official and employees on the respective tour of such changes.
 - d) Off-duty employees are advised to monitor local radio stations for official information of the operational status of the Fort Collins Postal facilities.
 - e) Management will notify on-duty employees of emergency situations via intercom, PA system, telephone and/or in person.

Item C - Formulation of local leave program

1. It shall be the responsibility of each employee to plan his or her vacation period in accordance with his or her desires within the procedures established in the Local and National Agreements.
2. There shall be no exchange of vacation periods between employees. Bidding for the choice vacation periods will commence during the first week after November 1 and be completed by December 15. Employees will have **48 hours** to submit their Round One bid and **24 hours** to submit their Round Two bid after receipt of the calendar. Bidding will be done on PS Form 3971. Bid is carried regardless of assignment or tour.
3. If mutually agreed upon, choice vacation planning may be conducted by the assignment of a union member of the Mail Handler craft via the calendar method. This duty assignment will be on the clock.
4. Time is of the essence during the period November 1 through December 15, and an unusual delay by Mail Handlers in the selection of choice vacation time by seniority will not be permitted, because all Mail Handlers must be given the opportunity to use their seniority in selecting vacation by the calendar method.
5. An unusual delay is defined as follows:
 - a) over 2 days (48 hours) Round One
 - b) over 1 day (24 hours) Round TwoAn unusual delay may result in an applicant being by-passed to continue the orderly process of applying for leave by seniority.
6. For leave purposes bidding will be installation-wide.
7. The completed vacation schedule will be posted by management by January 5. The completed vacation schedule will be reviewed with the Chief Steward.
8. Nothing in this agreement shall prohibit management from granting annual leave in excess of the percentages cited in ITEM H.
9. When an employee is separated or is otherwise unable to take his/her approved vacation period and notifies management a minimum of fourteen calendar days in advance, the vacated period will be posted by management within 72 hours for a period of seven (7) calendar days. The choice time shall be offered to the junior person below the one who gives up the choice vacation time. If no bids are received below the Mail Handler vacating the period, bidding will revert to the top of the seniority list.
10. Cancellation within the two week period immediately prior to the beginning of scheduled annual leave will only be allowed in an extreme emergency. Mail Handlers wishing to cancel this leave must submit a request in writing to a shop steward. If the shop steward concurs with the request, this steward will write, "I concur" and sign and date it before submitting to management. Management will approve or disapprove this request only after concurrence in writing by a shop steward. Leave canceled within two weeks of the scheduled leave will not be reposted but will be available for incidental leave on a first come, first served basis.

11. An employee request for leave to attend Local 321 meetings will not be unreasonably denied provided that this request for such leave has been submitted to the immediate supervisor at least (1) day in advance of the union meeting and provided that approval of such request will conform to the requirements of ELM 510.

Item D - The duration of the choice vacation period

1. The Mail Handler craft choice vacation period will be from the first full week in January through the last full week in November and then from December 26 up to the first full week of January.

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

1. The beginning day of an employee's vacation period will be the first scheduled workday after his/her regular non-scheduled days. Exceptions may be in accordance with Article 10.3E. This provision is for leave in increments of 40 hours, except for the week following Christmas.
2. In the event there is a full-time regular with split days off (i.e., Tuesday, Thursday), then the start of his/her basic work week will be the day following the first day off.
3. PTF Mail Handlers' vacation will begin on Saturday, in increments of 40 hours, except for the week after Christmas.

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

1. Mail Handlers, at their option may request two selections in units of five or ten days total, not to exceed the limitations stated in Section 10.3D1 through 10.3D3 in Article 10 of the 1994 National Agreement during each round of bidding. Bidding will be done by seniority.
2. Employees will not be allowed to exercise their second choice until all Mail Handlers in the section have had an opportunity to exercise their first choice.

Item G - Whether jury duty and attendance at national or state conventions shall be charged to the vacation period.

1. An employee who is called for jury duty during the employee's scheduled choice vacation period or who attends a National, State, or Regional Convention (Assembly) during the choice vacation period is eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacation.
2. Convention leave is included in the 10%. The Union will specify the period of convention leave to be blocked out before prime time bidding commences.

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

1. Ten percent of the Mail Handler craft will be granted annual leave during the choice vacation period. During the period of the last full week in May through the first full week September, this 10% will constitute not less than (2) two Mail Handlers off for each vacation week.
2. The 10% shall not include sick leave, FMLA, disability, court or military leave.
3. In applying the percentage requirements, any fraction over .50 (rounding rule applies) will mean one additional employee will be permitted leave.
4. The percentage requirement that determines how many people will be allowed off each week in the Mail Handler craft will be established by the number of Mail Handlers on the career rolls on November 1 of the preceding year.

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

1. Each employee will be notified of the vacation schedule approved for him/her by January 5. This will be accomplished through the use of a duplicate PS Form 3971. The completed vacation schedule will be posted by management in each facility by January 5.

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

1. Notification of the date for the beginning of the new leave year shall be posted on all official bulletin boards no later than November 1.

Item K - The procedures for submission of applications for annual leave other than the choice vacation period.

1. Requests for previously unscheduled annual leave will be submitted on PS Form 3971.
2. Requests for previously unscheduled annual leave may be submitted at any time during the calendar year (after both rounds of choice vacation bidding) but no later than the Monday prior to the service week in which the leave is desired. Approval of this request for previously unscheduled annual leave will be given, provided the leave calendar is not filled with the agreed upon percentage requirements outlined in Item H of this agreement.
3. Immediately following the choice vacation bidding, incidental leave planning will be conducted by the assignment of a union member of the Mail Handler craft to coordinate an incidental leave round of bidding by seniority. This duty assignment will be on the clock.
4. Incidental leave will be granted on a first come, first served basis except for that leave applied for under the provisions of ITEM K.3. This previously unscheduled annual leave need not be for full or consecutive weeks.

Item L - Whether "overtime desired" lists in Article 8 shall be by section and/or tour.

1. There shall be an overtime desired list for each tour. When overtime is required, the employees will be utilized in this order:
 - a) Employees on overtime desired tour list.
 - b) Daily overtime desired list volunteers.
 - c) Non-scheduled day volunteers.
 - d) Mandating employees.
2. Management will make every effort to notify all employees of overtime requirements at least 60 minutes before the end of tour for those effected employees.
3. For the purposes of clearly defining tours in the Fort Collins Post Office, the differentiation between Tour I, II, and III shall be made by reporting time.
 - a) Tour I = reporting times between 2200 and 0559 hours.
 - b) Tour II = reporting times between 0600 and 1359 hours.
 - c) Tour III = reporting times between 1400 and 2159 hours.

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

1. There will be a minimum of one light-duty assignment to be reserved for temporary or permanent light-duty assignment.

Item N - Method to be used in reserving light-duty assignments so that no regularly assigned member of the regular work force is affected.

1. Upon receipt of each written request for light-duty, management will make every attempt to assign work to the employee. The installation head or his designee will meet immediately with the Mail Handler craft representative to determine if an assignment is available within his/her medical restrictions.
2. When an employee qualifies for temporary or permanent light-duty assignment, first consideration shall be given to those light-duty functions performed in the course of his/her regular assignment which the employee can still perform within his/her specific light-duty limitations.
3. In determining what specific duties comprise an employee's light-duty assignment, the employee shall not be limited to his/her bid section and such duties may include those functions delineated in ITEM O.

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

1. The identification of elements of an assignment which may be combined into a full assignment and may be considered in determining the availability of a permanent and/or temporary light-duty assignment may consist of, but is not limited to, the following areas:
 - a) Jobs within an employee's bid assignment.
 - b) Other Mail Handler duties listed in RI #399.
 - c) Any other craft assignment in accordance with Article 13.4A.
 - d) Temporary and permanent light-duty assignments can include but not be limited to cutting and traying of mail, facing and canceling of mail, sweeping letter and flat cases, simple distribution (i.e., CSU/Halls and bundles of carrier-routed mail); hanging and bundling empty sacks, and other work consistent within medical restrictions.
 - e) Any normal assignments which could be adjusted to convert them to light-duty assignments without seriously affecting the production of the assignment.
2. Management will notify the affected employee in writing their specific duties required while on temporary or permanent light-duty.

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.

1. For purposes of reassignment, this installation shall comprise one section, defined by installation office seniority.

Item Q - The assignment of employee parking spaces.

1. Parking will be handled on a first come, first served basis. Management will provide adequate parking for all employees.
2. The Postmaster will reserve one (1) parking space for the NPMHU at each facility as close to the facility as possible.

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.

1. Annual leave to attend union activities requested prior to determination of choice vacation schedule shall not be charged to the choice vacation plan.

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

1. ARTICLE 12.3B5: In accordance with Article 12.3B7.
2. ARTICLE 12.3C: Posting and bidding for preferred duty assignments shall be installation-wide by seniority. For assignments within a section as defined in ITEM P.
3. ARTICLE 12.3E3e: (This Article does not apply to this office)
4. ARTICLE 12.4: See ITEM P.
5. ARTICLE 12.6C4a: See ITEM P.
6. ARTICLE 13.3: See ITEM M,N,O.

Item T - Local implementation of this agreement relating to seniority, reassignments and posting.

1. Management will meet with the union designee prior to posting on all vacant positions which are to be changed.
2. Each job bid will be on PS Form 1717 and deposited in the labeled "Mail Handlers' Bid Box" located at the negotiated location at each facility. After the job bid has closed, a designated representative from management and the union will remove, count, and verify the bids. Management will award such bids to the senior eligible bidder.
3. An employee desiring to withdraw from consideration for a bid may place a signed PS Form 1717, annotating withdrawal, in the bid box prior to the closing of the bid.
4. When a Mail Handler will be on annual, sick, court or any other leave during the posting period of an expected vacancy, he/she may leave a stamped, addressed envelope with the Installation Head. The Installation Head shall then mail a copy of the posting with PS Form 1717 to such employee at a time to coincide with the posting.
5. For bids awarded during the month of December, Mail Handlers shall be placed in the new assignment no later than January 15.
6. When no bids are received for a posted position, the senior unassigned, full-time regular employee possessing requirements for that position shall be assigned. Preference shall be considered if more than one such position is available, by the dictates of seniority of those affected.
7. For the purpose of temporary detail to higher level positions within the craft, the section in ITEM P will apply.
8. The union, under normal conditions, shall be provided with an updated seniority roster no later than 15 calendar days after the beginning of each new calendar quarter.
9. The union will be provided with 2 copies of all bid related notices.
10. The chief steward or their alternate will be given a copy of the holiday schedule for review prior to posting.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on September 25, 1996, between the representatives of the United States Postal Service, and the designated agents of the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 1994 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

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