



1998

LOCAL MEMORANDUM OF UNDERSTANDING

Between

U.S POSTAL SERVICE

And

NATIONAL POSTAL MAIL HANDLERS UNION

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## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into on July 1, 1999, at Lancaster, Pennsylvania, between the representatives of the National Postal Mail Handlers, Watchmen, Messengers, and Group Leaders Division of the Laborers, International Union of North American, AFL-CIO, pursuant to the Local Implementation Article of the 1998 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

## ARTICLE 30

### SECTION 2A - WASH-UP

Management recognizes that on occasions, an employee might be exposed to dirty conditions and/or toxic materials to the extent to warrant wash-up time, and management will be reasonable when considering such requests.

Management also recognizes a responsibility to consistently evaluate all positions in order to determine whether an employee assigned to any position is on a consistent basis exposed to dirty and/or toxic material to the extent to justify regularly scheduled wash-up times. In such cases, management will be reasonable in granting such regularly scheduled wash-up times. When wash-up time is granted, it shall be based on, but not limited to past practice.

### SECTION 2B - GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

1. When State Police or local Civil Authorities publicly announce that road conditions are extremely hazardous, leave will be decided on an individual basis.
  - a. Commensurate with the language above, the appropriate management authority will meet with the AVP of Local 308 or his designee for the purpose of granting input in determining annual leave to mail handlers already on duty and that may have just cause to depart early.
2. When Civil Defense Authorities declare an alert in any area where any particular Mail Handler's family is domiciled, that Mail Handler shall be allowed leave, either by call-in or early-out, for the purpose of removing his family from the area.
3. In the event of an emergency, the Administrative Vice-President of Local #308 or designee will be notified as soon as possible after Management has learned of the emergency. Management will explain the nature of the emergency, how or if it will affect the Mail Handler Craft, and who declared the emergency.
  - a. All Mail Handlers will be notified by means of the News Media, TV, etc., if possible.
  - b. Mail Handlers on duty will be notified of what action to take.
  - c. Off-duty employees will make every effort to contact the Supervisor of their section.

## **SECTION 2C - FORMULATION OF LOCAL LEAVE PROGRAMS**

1. All annual leave shall be approved or disapproved within order of receipt, and shall be acted upon within 72 hours following the submission date. Failure to reply within 72 hours constitutes leave approval, provided that the employee and approving official or designated replacement are on duty simultaneously at least 1 of the 3 days following date of request. Annual leave requested within 72 hours or less of the date requested shall be approved or disapproved upon order of receipt.
2. Leave programs will consider Mail Handler positions where the majority of hours worked on a tour will be designated to that tour (overlapping tours). Equal hours on two tours will require a determination between management and the union to designate a tour assignment. Only management of the employee's specific tour may approve/disapprove that employee's leave.
3. Request for leave, other than prime time, will be submitted up to 45 days in advance, where practical.
4. Request for leave based on an emergency situation will not be denied solely on the percentage of leave approved. Supervisors may request reasonable evidence of an emergency situation upon the employee's return to duty, or within 3 days thereafter.

## **SECTIONS 2D, E, F, G, H, I, J, AND R - PRIME TIME VACATIONS**

1. Prime time will begin on the first full week of May and continue until the last full week of September. The week immediately following Christmas, and the first week of Rifle Antlered Deer Season, as designated by the State of Pennsylvania, will also be included as prime time.
2. Between January 15th and February 15th of each year, management will establish a leave calendar for the purpose of granting annual leave during prime time. During this time, each employee will be given the opportunity by seniority to make his/her two (2) selections for prime time vacation. This information will be posted on or before the 28th of February of each year.
3. Posting of the prime time calendar will constitute official notice of the employee's approved vacation for annual leave.
  - a Annual Leave must be used for prime time vacation, therefore an employee with insufficient annual leave will forfeit all or any portion of their prime time selection for which they have insufficient annual leave, unless LWOP is granted.

- b The discretion for approving LWOP for Prime Time Selection will be jointly reviewed by both Management and the Union on an individual basis. To protect the employees Prime Time Selection, Management should seriously consider granting LWOP in Lieu of Emergency Annual for severe road and weather conditions if warranted. Any discrepancies will be reviewed by both Management and the Union on an individual basis.
  - c When quotas for Prime Time weeks have not met the maximum allowed employees, employees will be permitted additional selections. Requests for the available weeks will be approved under the following conditions:
    - Requests are to be made no later than the Wednesday of the week prior to the week the leave is being requested (unless the following week is a Holiday week whereas the request must be received before 12:00 Noon Tuesday of the week prior to the week the leave is being requested). These requests are to be made to the approving official.
    - Employees will be required to have sufficient annual leave to take the selection or the leave may be canceled.
  - d LWOP may be granted at the approving official's discretion. If LWOP is going to be approved the employee who involuntarily forfeited their prime time selection due to having insufficient annual leave will be given the first opportunity to take LWOP.
4. A minimum of 13% will be granted leave on each tour. Any fraction of .5 or greater will equal the next higher whole number.
  5. Determination of the beginning of an employee's vacation periods is established as the beginning of the employee's basic work week.
  6. Employees, at their option, may request 2 selections of a five-day period, or 1 selection of a five day period, and 1 selection of a ten-day period. After selections have been made, the employee must take the requested leave. Exceptions will be made only for emergency situations to be jointly determined by the AVP and the Plant Manager.
  7. Any additional selections will be made after all employees have been given the option to select, and in accordance with paragraph 8 below.
  8. Secondary Selections
    - Management will establish a calendar of secondary selections on the same format as the prime time calendar, but selections will be made on a "First Come, First Serve" basis. The purpose of the secondary calendar will be for selections for any prime time weeks that may become available, either by default of an employee to take his selected prime time leave or the determination that an additional employee will be allowed on leave in any particular prime time week.

- Notice when the secondary calendar will be opened for selection will be posted at least 1 week prior to the opening, by tour. The posting of the completed calendar will be accomplished within 15 days of the posted notice.
  - The secondary calendar will be opened for selection on a mutually agreed upon time of the work day, between the tour supervisor and the tour steward for NPOMH Union, when all employees of the tour will be made available for said selection. It is understood that when such a time is determined, any employee wishing to make a selection would be responsible to make himself present if not scheduled for duty on that time or date.
9. When an employee is required, by written orders, to attend military or reserve training, this time will not be charged to prime time nor will it affect his/her selection during prime time.
  10. Jury duty will not be charged to prime time vacations, nor will it affect his/her selection during prime time.
  11. No more than two (2) elected delegates from the Lancaster Branch may attend the NPMHU National Convention. This will not affect his/her prime time selection nor will it affect the prime time allowance.
  12. No later than October 1st of each year, management will post a notice of the beginning of the new leave year.

## SECTION 2L - OVERTIME DESIRED LIST

1. Overtime Desired List will be posted installation-wide on a tour basis.
2. There will be three overtime desired lists on each tour.
  - a. Non-Scheduled Days Only
  - b. Before Tour Only
  - c. After Tour Only
3. Management will notify employees on duty as far in advance as possible, at least one (1) hour, when overtime is available and/or required. Late arrival of mail or other unforeseen circumstances may preclude a one-hour notice.

## **SECTION 2P - DEFINITION OF A SECTION**

1. Definition of a Section for application to all Articles of the National Agreement will be by tour. The majority of hours of work performed in a basic tour will constitute designation to that tour.

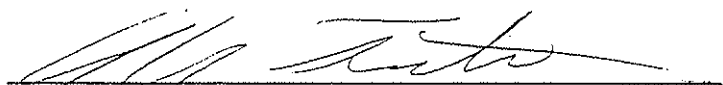
## **SECTION 2Q - PARKING**

1. In accordance with the 1984 National Agreement, Article 20.4b, there will be a parking space of close access to the main installation reserved for the designated agent for the Mail Handlers Union. Said parking space shall remain as reserved throughout all tours, so as to accommodate visiting Union Officers.

## **SECTION 2S - PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS**


1. Place of posting of all vacant job positions will be a place available to installation-wide employees.
2. Recognizing that KP-8 Mail Handlers bid jobs according to drop-days, and job being changed in basic hours of work will be by junior employee in the same drop-day category. Any change of more than 1 hour will cause the juniority job to be posted, providing there are no volunteers in the same category.
3. Prior to any posting, the designated Union AVP will review all positions to be posted for the purpose of concurring/not concurring with the language involved.
4. The Mail Handler Union may request any position that will be vacant for more than thirty (30) days to be posted as a deferred assignment. The position will be awarded in accordance with seniority and qualification. The successful bidder will retreat to his/her previous position when the deferred position is terminated, only the initial change will be permitted.
5. In accordance with the National Agreement, Article 12.3E3e, the order of movement out of the Bid Assignment will be by juniority, thus the first to be moved out of the Bid Assignment will be the junior Mail Handler, and the last to be moved out of the Bid Assignment will be the senior Mail Handler.
6. A bid for a deferred assignment will not count against the "Five Bid Rule" for the successful bidder. (Article 12.3a)

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For the United States Postal Service  
A.A. Testa, Plant Manager, Lancaster P&DC

07/01/99

DATE

  
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For the National Postal Mail Handlers Union  
Kenneth Yellets, AVP, Mail Handler's Local 308

07/01/99

DATE