

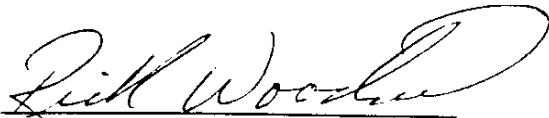
**1994-1998**

**MAIL HANDLER  
LOCAL  
MEMORANDUM  
OF  
UNDERSTANDING  
DUBUQUE, IOWA**

## 1994-1998 LOCAL MOU

As the USPS nor the NPMHU has requested to negotiate any changes in the current Local MOU for the Dubuque, Iowa P.O., the current Local MOU shall remain in effect during the term of the 1994-1998 National Agreement, as per Article 30.1 of the 1994-1998 NPMHU-USPS National Agreement.

This page shall be attached to the current LMOU for the purpose of recognition as the LMOU in effect during the term of the 1994 - 1998 National Agreement.



NPMHU

USPS

Jerry K

copy  
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LOCAL MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATIONAL POSTAL MAILHANDLERS UNION, LOCAL 333  
AND  
UNITED STATES POSTAL SERVICE  
POST OFFICE  
DUBUQUE, IOWA 52001-9998

## ARTICLE 30

### LOCAL IMPLEMENTATION

#### Section 30.1. Current Memorandum of Understanding

Presently effective local memorandum of understanding not inconsistent or in conflict with this agreement shall remain in effect during the term of this agreement unless changed by mutual agreement pursuant to the local implementation procedure set forth below.

#### Section 30.2. Items for Local Negotiations

There shall be a 30-day period of local implementation to commence on the 20 specific items enumerated below, provided no local memorandum of understanding may be inconsistent with or vary the terms of this agreement.

##### A. Additional Or Longer Wash-Up Periods.

Mailhandler craft employees shall be allowed a reasonable wash-up period. One reasonable wash-up period shall be allowed prior to lunch and one prior to the end of work day. A normal wash-up period is considered 5 minutes.

##### 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.

The Postmaster, Officer-In-Charge, or designee, shall make a reasonable determination of whether or not to curtail or terminate postal operations based on the guidelines in Section 519.211 of the employee and labor relations manual. In the event a determination has been made to curtail or terminate postal operations the employees shall be notified as follows:

1. If on duty the employee will be notified of what action to take.
2. If off duty the employer shall immediately notify the employees through local media. If no announcement is made, the employee should attempt to report to work. The employer shall likewise notify the employees of the cancellation of the emergency and when to return to duty. Employees should seek the date and time to report back to work throughout the emergency period.
3. The union shall be notified of the beginning of the curtailment, or termination, and the ending of the same immediately.

##### C. Formulation Of Local Leave Program.

1. All leave requests shall be submitted to the tour supervisor on PS Form 3971 in triplicate.
2. For bidding leave employees shall be grouped as follows:
  - Group 1: Those employees whose starting time begins on, or within, the time from 11:00pm through 10:59am.
  - Group 2: Those employees whose starting time begins on, or within, the time from 11:00am through 10:59pm.

3. If an employee changes from one leave group to another the employee's leave, that is bid, will follow the employee to the new group and if that leave fill a vacant period in the new group that period shall be considered bid.
4. A vacated leave bid due to a switch to a different leave group, transfer, or other reason will be reposted among that group for 10 days and awarded to the senior bidder in that group.
5. Employees who do not have sufficient annual leave for a bid period approved may elect to take LWOP or vacate the period and have it rebid for others. The employee must vacate the bid at least 15 days in advance in order for it to be rebid or the period open may be lost for all eligible.
6. Leave for bidding purposes shall be held February each year for the choice vacation period. The bidding process shall be:
  - a. By groups as defined above in Item 2 and by seniority within the group, i.e. the senior person to have preference.
  - b. In the form of 3 selections as follows, pursuant to the maximum number of percentage allowed leave:
    1. First selection: By seniority within the group, employees may bid two periods, at their option, in units of 5 or 10 days. The maximum total number of days shall not exceed 15.
    2. Second selection: By seniority within the group, employees may bid two periods, at their option, in units of 5 or 10 days. The maximum total number of days shall not exceed 15.
    3. Third selection: Up to 5 individual days at the employee's option.

D. The Duration Of The Choice Vacation Period.

For the purposes of annual leave the choice vacation period shall be from April 1 thru March 31 the following year.

E. The Determination Of The Beginning Day Of An Employee's Vacation Period.

The vacation period shall begin at the employee's option with the week containing the majority number of leave days being considered the bid week

F. Whether Employees At Their Option May Request Two Selections During The Choice Vacation Period. In Units Of Either 5 Or 10 Days.

Leave for bidding purposes shall be held in February each year for the choice vacation period. The bidding process shall be:

1. By groups as defined above in Item C and by seniority within the group, i.e. the senior person to have preference.
2. In the form of 3 selections as follows, pursuant to the maximum number of percentage allowed leave:
  - a. First Selection: By seniority within the group, employees may bid two periods, at their option, in units if 5 or 10 days. The maximum total number of days shall not exceed 15.
  - b. Second Selection: By seniority within the group, employees may bid two periods, at their option, in units of 5 or 10 days. The maximum total number of days shall not exceed 15.
  - c. Third Selection: Up to 6 individual days at the employee's option

- G. Whether Jury Duty And Attendance At National Or State Conventions Shall Be Charged To The Choice Vacation Period.

Jury Duty, Military Leave, and Convention Leave shall not be charged against the choice vacation period.

- H. Determination Of The Maximum Percentage Of Employees Who Shall Receive Leave Each Week During The Choice Vacation Period.

The percentage of employees who shall receive leave shall be based on individuals granted leave per group as follows:

If the group contains 6 or more employees: 2 employees shall be allowed annual leave per day. Individuals on leave for the week shall not be considered part of the two when it is their non-scheduled day.

If the group contains 5 or less employees: 1 employee shall be allowed annual leave per day. The individual on leave for the week shall not be considered part of the one when it is their non-scheduled day.

Group is defined in Item C.

Management may allow more employee's leave as operations permit.

- I. The Issuance Of Official Notices To Each Employee Of The Vacation Schedule Approved For Each Employee.

For bidding purposes employees will be notified by PS Form 3971 prior to the start of the next bidding period.

- J. Determination Of The Date And Means Of Notifying Employees Of The Beginning Of The New Leave Year.

When notified on the official postal bulletin employees will be notified of the beginning of the new leave year by posting within two weeks of the bulletin issue date.

- K. The Procedures For Submission Of Applications For Annual Leave During Other Than The Choice Vacation Period.

Procedures for submission of leave after the bidding period:

1. Requests for annual leave after the close of the bidding period shall be documented on PS Form 3971 in triplicate and submitted at least 72 hours in advance of the requested time.
2. Consideration for such leave shall be on a first come-first served basis within the leave group. In the event that more than one request is made on, and for, the same day within the group, the senior employee in the group shall be considered first.
3. If within the group the maximum number employees allowed annual leave per day is not filled, the employee shall be allowed leave if the request is at least 72 hours in advance of the requested time.
4. If submitted timely, all requests for leave shall be approved or dis approved within 72 hours of submission and if within the 72 hour period no denial or approval of the leave is made; the employee requesting the leave will submit to the superintendent of postal operations, who must act upon the request within 24 hours.
5. If leave is submitted within 72 hours or less fo the requested time, supervisors must approve or disapprove leave no later than one hour prior to the beginning time of the requested leave.

6. In the event of denied leave, if leave would become available the first employee denied shall have the option to accept the leave. If that employee declines then the process continues on a first denied basis until all available leave is granted or all employees denied were reconsidered.

- L. Whether "Overtime Desired" Lists In Article 8 Shall Be By Section And/Or Tour.

There shall be two overtime desired lists based on Tour, as defined in Article 12 Section 4., with one list consisting of Tour 1 and the second list consisting of Tour 2 and 3.

Other items concerning overtime:

If an employee is notified of an overtime opportunity at least one hour in advance of the beginning or end of their Tour, and they refuse, they will be credited with an opportunity. Employees who are unavailable for an overtime opportunity will also be credited for opportunities missed.

Employees notified less than one hour before the opportunity shall not be penalized for an opportunity if they refuse.

If an opportunity for overtime exists between tours, the tour with the least amount of opportunities shall be given preference.

- M. The Number Of Light Duty Assignments To Be Reserved For Temporary Or Permanent Light Duty Assignment.

There will be no assignments reserved for temporary or permanent light duty. Each request for light duty shall be based on its own merits, medical documentation, and union agreement being consistent with the needs of the service.

- 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.

There will be no assignments reserved for temporary or permanent light duty. Each request for light duty shall be based on its own merits, medical documentation, and union agreement being consistent with the needs of the service.

- O. The Identification Of Assignments That Are To Be Considered Light Duty.

There will be no assignments reserved for temporary or permanent light duty. Each request for light duty shall be based on its own merits, medical documentation, and union agreement being consistent with the needs of the service.

- 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.

A section under this article shall be defined as a Tour. A Tour is defined under Article 12.4. All assignments shall be considered equally on each Tour. Employees excess to the needs of the Tour shall be excessed in this order: 1. Part-Time Flexibles 2. Full-Time Regulars by inverse seniority.

- Q. The Assignment Of Employee Parking Spaces.

Parking spaces at the annex will be assigned on a first come-first

served basis and are to utilized only when an employee is working. There is no employee parking at the main office; employees must use public parking while assigned at the main office. If in the event a mailhandler craft employee is scheduled at the main office for over 50% of their tour and a space is the current employee parking area of the ramp is available, that space shall be assigned to the mailhandler. In the event no such space is available the employee shall be reimbursed until such time a space is available.

- 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.

Annual leave to attend union activities will not be charged against the vacation schedule.

- S. Those Other Items Which Are Subject To Local Negotiations As Provided In The Following Articles:

Article 12: Principles Of Seniority, Posting And Reassignments

Section 12.3: Principles Of Posting

\*Article 12, Section .3B5: The Determination Of What Constitutes A Sufficient Change In Duties, Or Principal Assignment Area, To Cause The Duty Assignment To Be Reposted Shall Be Subject To Local Negotiations In Accordance With Local Implementation Provisions Of This Agreement.

A position will be re-posted if it has: (1) A change in starting time of over 1 hour and/or (2) a change in specific duties that result in a change of over 50% in actual time working those duties.

A position will not be re-posted if both the union and incumbent agree not to repost.

\*Article 12, Section .3C: Place Of Posting

Bids For A Craft Assignment Shall Be Posted On All Official Bulletin Boards At The Installation Where The Vacancy Exists Including Stations, Branches, And Sections. Copies Of The Notice Shall Be Given To The Designated Agent Of The Union. When An Absent Employee Has So Requested In Writing, Notice Inviting Bids Shall Be Mailed To The Employee By The Installation Head. Posting And Bidding For Preferred Duty Assignments Shall Be Installation-Wide Unless Otherwise Specified By Local Agreement.

No change shall in language.

\*Article 12, Section .3E: Normally, An Employee Shall Work The Duty Assignment For Which The Employee Has Been Designated The Successful Bidder. However, When An Employee Is Moved Off The Employee's Duty Assignment, The Employee Shall Not Be Replaced By Another Employee. For Temporary Reassignment Not Covered Under Article 25, The Movement Of People Outside The Bid Assignment Area Will Be As Follows:

E3a. Casuals E3b. Employees From Other Crafts E3c. Part-Time Employees E3e. Full-Time Regular Mailhandler Employees

\*Article 12, Section .3Ee: The Order Of Movement Of Full-Time Regular Mailhandler Employees in .3Ed, Above Shall Be Subject For Local Negotiations; However, If An Agreement Is Not Reached At The Local Level, The Matter Will Be Referred To The General Manager, Regional Labor Relations And The Regional Director, Mailhandlers Union For Settlement.

If in the event a Full-Time Regular employee has to change from their



normally assigned duties seniority shall prevail as to assignment preference.

Article 12: Principles Of Seniority, Posting And Reassignments

Section 12.4 Definition Of A Section

\*Article 12, Section .4: The Employer And The Union Shall Define Sections In Accordance With The Local Implementation Provision Of This Agreement. Such Definition Will Be Confined To One Or More Of The Following:

- A. Pay Location
- B. By Floor
- C. Tour
- D. Job Within An Area
- E. Type Of Work
- F. By Branches
- G. The Entire Installation
- H. Incoming
- I. Outgoing

1. If not further defined in this agreement a section shall be defined as a Tour.
  - a. Tours shall be defined as Tour 1, Tour 2, and Tour 3
  - b. The Tours shall be defined based on the starting time of the employee as follows:
    - Tour 1: Midnight to 7:59am
    - Tour 2: 8:00am to 3:59pm
    - Tour 3: 4:00pm to 11:59pm

Article 12: Principles Of Seniority, Posting And Reassignments

Section 12.6 Reassignments

\*Article 12 Section .6C4a: Reassignment Within An Installation Of Employees Excess To The Needs Of A Section C4a: The Identification Of Assignments Comprising For This Purpose A Section Shall Be Determined Locally By Local Negotiations. If No Sections Are Established By Local Negotiations, The Entire Installation Shall Comprise The Section.

A section under this Article shall be defined as a Tour. A Tour is defined under Article 12.4. All assignments shall be considered equally on each Tour.

Employees excess to the needs of the Tour shall be excessed in this order:

1. All Mailhandler casual employees
2. All part-time flexible Mailhandler employees
3. Full-time regular Mailhandlers by inverse seniority

## ARTICLE 13

### ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES

#### Section 13.3 Local Implementation

\*Article 13, Section .3: Due To Varied Size Installations And Conditions Within Installations, The Following Important Items Having A Direct Bearing On These Reassignment Procedures (Establishment Of Light Duty Assignments) Should Be Determined By Local Negotiations.

There will be no assignments reserved for temporary or permanent light duty. Each request for light duty shall be based on its own merits, medical documentation, and union agreement being consistent with the needs of the service.

- A. Through local negotiations, each office will establish the assignments that are to be considered light duty within the office. These negotiations should explore way and means to make adjustments in normal assignments, to convert them to light duty assignments without seriously affecting the production of the assignment.

There will be no assignments reserved for temporary or permanent light duty. Each request for light duty shall be based on its own merits, medical documentation, and union agreement being consistent with the needs of the service.

- B. Light Duty Assignments may be established from part-time hours, to consist of 8 hours or less in a service day and 40 hours or less in a service week. The established of such assignment does not guarantee any hours to a part-time flexible employee.

No change in language.

- C. Number of Light Duty Assignments. The number of light duty assignments within the craft that may be reserved for assignments within the craft that may be reserved for temporary or permanent light duty assignments, consistent with good business practices, shall be determined by past experience as the number of reassignments that can be expected during each year, and the method used in reserving these assignments to insure that no assigned full-time regular employee will be adversely affected, will be defined through local negotiations. The light duty employee's tour hours, work locations and basic work week shall be those of the light duty assignment and the needs of the service, whether or not the same as for the employee's previous duty assignment.

There will be no assignments reserved for temporary or permanent light duty. Each request for light duty shall be based on its own merits, medical documentation, and union agreement being consistent with the needs of the service.

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

1. Before each quarter a holiday work desired list shall be posted and employees shall have the opportunity to volunteer for holiday work on their designated holiday for that quarter.
2. The holiday work desired list shall be constructed like the overtime desired i.e. by Tour with Tour 1 on one list and Tours 2 & 3 on the other.
3. Holiday work desired employees shall be scheduled each holiday by seniority if needed.

4. Employees can be expected to work at least 8 hours on a holiday and begin at their normal start time. Employees may request to begin at a different time and waive less than eight hours of work but management has the option to approve or disapprove. Such requests shall be made and approved and disapproved before the holiday schedule is posted.
5. Employees may remove their name from overtime and holiday work desired list at any time during the quarter but may not go back on until the next sign-up period.

The memorandum of understanding is entered into on June 3, 1991, at Dubuque Iowa, between the representatives of the United States Postal Service, and the designated agent of the National Post Office Mail Handlers Union pursuant to the local implementation article of the 1990 National Agreement. This memorandum of understanding constitutes the entire agreement on matters relating to local conditions of employment.

Signed this 5th day of June 1991 at Dubuque Iowa.

For the Postal Service:

Union Agent:

\_\_\_\_\_  
Date: \_\_\_\_\_

Don E. Brown, Postmaster  
Dubuque, IA 52001-9998

\_\_\_\_\_  
Date: \_\_\_\_\_

Bruce Brillhart, Area VP  
For Local 333