



U. S. POSTAL SERVICE  
MADISON, WISCONSIN

MEMORANDUM OF UNDERSTANDING

1990-1993 U.S.P.S.

and

NATIONAL POSTAL MAIL HANDLERS

UNION LOCAL NO. 306

DIVISION OF THE LABORERS'

INTERNATIONAL UNION OF NORTH

AMERICA, AFL-CIO

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## 1. UNION RECOGNITION

1. This basic local agreement entered into to supplement the nationally negotiated Agreement represents and constitutes a Memorandum of Understanding between the Madison, Wisconsin, Postal Service, and the Postal Mail Handlers Local 306 on personnel policies and practices.
  
2. The Agreement covers the Mail Handler Craft of this Post Office in units established at the local level for which the Union has been certified as the exclusive representative. The employee Union represents only those craft or occupational employees in units established at the local level for which the Union is certified as the exclusive representative.  
  
National Postal Mail Handlers Union, a Division  
of the Laborers' International Union of North America,  
AFL-CIO Local No. 306
  
3. This Agreement has no force and effect with respect to employees in craft units not represented by the Unions party to this Agreement.

## 2. NON-DISCRIMINATION

1. There will be no discrimination against anyone acting in an official capacity for the Union.

Non-Discrimination (Cont.)

2. The parties to this Agreement recognize the EEO program and its mission with respect to this provision.

3. LEAVE

1. The choice vacation period shall be from the first full week of April through the first week of October.
2. Slots on the vacation board shall be computed as follows:

The amount of leave accrued to each employee's credit including that advanced for the year is to be added together and grouped according to tour and then divided by 40 hours to determine the total number of slots required for the choice period. The total number of slots is then to be divided by 27 weeks to determine the number of slots per week.

One half (1/2) of the spaces provided in choice vacation period will be provided for the weeks outside the choice vacation period excluding the last three full weeks of December through the first full week of January.

3. The vacation board will be circulated one time only.

4. A. Annual leave drawing will begin February 1 and conclude February 28. Members of the craft not present for the drawing will submit their first, second, and third choice in writing prior to the drawing period.

B. Bidding will be on a craft seniority basis in accordance with the following sections:

1. Main Office

a. Tour I - (starting time) 2000 thru 0345

b. Tour II - (starting time) 0400 thru 1200

c. Tour III - (starting time) 1205 thru 1945

2. Placement of additional units shall be determined through Labor-Management meetings.

C. Results of February 1 - February 28 bidding shall be posted no later than March 15 of the current vacation year. Approved leave slips for this drawing period should be returned no later than March 15.

D. After the vacation board is circulated one time, one half (1/2) of the unbid spaces in both the choice and non-choice periods may be blocked out.

Leave (Cont.)

The remaining unbid spaces will be available on a first-come/first-serve basis, according to seniority, the interest of the Service permitting.

If someone submits thirty (30) days in advance for annual leave and it is approved for an individual day that week is no longer an unbid space.

5. The vacation period shall start on the first day of the basic work week. The first day of an employee's work week is the day after her/his first off duty day.
6. Vacations go with the employee in case he changes units.
7. Any employee absent on military leave or jury duty during choice vacation period shall not have such leave charged against choice vacation period.
8. Annual leave will be granted to two union officials to attend National and State Conventions and will not be charged to the employee's choice vacation period. At no time shall the number of employees on convention leave exceed two (2). The request for the slots for Union officials to be blocked off must be presented to management in advance of (February 1) the regular draw for employee's leave.

9. It is the employee's responsibility to ensure that they have sufficient annual leave available for the vacation period drawn.
  - a. If the employee is short, the annual may be changed to LWOP at management's discretion, on a one-time per board basis.
  - b. The parties agree that this is not intended to encourage additional leave usage.
  - c. This LWOP provision becomes null and void at the expiration of the 1990 National Agreement.
  
10. Applications requesting withdrawal of the scheduled annual leave (in increments of a week) must be made at least two weeks before commencement of that leave. Failure to do so will result in the employee taking leave as scheduled. Surrendered vacation periods shall be posted for bid for a period of four (4) days and awarded to the senior applicant.
  
11. Requests for incidental annual leave must be made no more than thirty (30) days in advance and at least two (2) days in advance of the leave requested except in cases of extreme emergency or when mail volume conditions permit the granting of annual leave during an employee's tour of duty.

These requests shall be considered on a first-come/first-serve basis, according to seniority, the interest of the Service permitting. The duplicate 3971 must be returned to the employee by the end of the employee's second day of work after submission.

Leave (Cont.)

12. If an employee has been denied annual leave thirty (30) days in advance, they should reapply seven (7) days before the date in question. During that period, annual is not to be approved for the date involved.
13. In the event that an emergency develops which will affect the maintenance of necessary service, the postmaster may exercise her/his right to cancel scheduled leave and/or curtailment of incidental leave to the extent required to maintain service. Cancellation of scheduled leave and/or curtailment of incidental leave as required, will be done in reverse order of seniority to the extent possible, unless voluntary cancellation is sufficient to relieve the emergency.

4. HOLIDAYS - VOLUNTEERS

1. Form HV will be accepted no earlier than thirty (30) days or later than ten (10) days prior to the holiday.

5. OVERTIME DESIRED LISTS

1. Overtime desired lists will be established as follows:
  - a. Tour I - Pay Location 131 (2000 to 0400)
  - b. Tour II - Pay Location 231 (0400-1200)
  - c. Tour III - Pay Location 331 (1300-1645)
  - d. Tour III - Pay Location 332 (1700-1950)

## Overtime Desired Lists (Cont.)

2. Overtime will be given by start time and by seniority. Overtime will be rotated to employees on each list to the extent possible.
3. When possible, on overtime, at least one hour advance notice should be given when no emergency exists. If less than one (1) hour's notice is given, an employee, with a reasonable excuse, should not be required to work.

### 6. LIGHT DUTY

1. When a mail handler submits a written request for temporary light duty due to illness or injury and is eligible in accord with Article 13 of the National Agreement, Management will schedule such employees to the extent possible, to duties in accord with the limitations placed on the employee by his/her doctor.

### 7. PARKING

1. After the needs of the Service, all Main Office employee parking stalls at the rear of the building will be on a first-come/first-serve basis, unless restricted by a posted sign.

### 8. REASSIGNMENTS

1. For the purposes of reassignment of employees within an installation the following sections shall be established:

Reassignments (Cont.)

A. Mail Handler Craft

1. Main Office

- a. Tour I - 2000-0400
- b. Tour II - 0400-1200
- c. Tour III - 1200-2000

2. Placement of additional units shall be determined through Labor-Management meetings.

9. SAFETY AND HEALTH

1. Management and the Union endorse and actively support the reporting of unsafe conditions on and off the postal premises, ready access to fire extinguishers (no blocking by equipment or extraneous material), and prompt reporting of all injuries to a supervisor.
2. Management and the Union agree that a clean and orderly working environment is a vital necessity in the safe, prompt, and efficient operation of the postal facility. The Union agrees to continue to encourage its members to keep workrooms and personal areas (swing rooms, restrooms, etc.) clean and orderly (i.e., using waste receptacles provided for paper and otherwise; maximum use of ashtrays at all times; lunch wrappers and food particles removed from swing room tables and placed in the waste containers provided). It is recognized by both parties that good housekeeping does promote safety and good health.

## 10. REPRESENTATION

1. The Labor-Management meetings shall be of not more than two (2) hours duration, but may be extended by mutual consent.
2. Time and date of the meetings will be mutually agreed to.
3. Items not placed on the agenda shall be discussed by mutual consent of the parties. Agenda items will be understandable, specific, and a basis for submission stated.
4. Management shall provide the Union minutes of Labor-Management meetings within fourteen (14) business days.
5. Union officials and/or management shall not release to the news media any information concerning grievances, code test of violation(s) of the National Agreement or the Local Agreement, or any disputes with management until fully discussed at a local Labor-Management meeting.

## 11. POSTING

1. After bidding is completed, the union shall be furnished one copy of the name of the successful bidder relating to its crafts.
2. All vacant duty assignments will be posted (on Wednesday) in accordance with the National Agreement. Duty assignments on Tour III will be

Posting (Cont.)

posted identifying as primary duty areas; 010, or 210. This does not, however, preclude employees being assigned any area when necessary.

3. Employees absent on approved leave who wish to be notified of vacancies posted for bid during such absence shall notify the Personnel Section in writing so that copies of posted vacancies may be forwarded to them. Employees will also specify the beginning and ending dates for the period of time requested.

12. USE OF TELEPHONES

1. The use of telephones will be authorized for Union officials and stewards for local calls relating to the administration of the National Agreement, with prior approval of the supervisor in charge.

13. WASH UP TIME

1. Mail handlers will be granted reasonable wash up time before lunch and at the end of their tour of duty.

14. CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

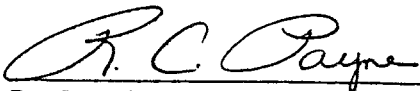
1. When an emergency alert is received, the senior operations official will be notified and has the authority to take appropriate action. Management will notify the employees at the earliest time of curtailment

Curtailement or Termination of Postal Operations (Cont.)

or termination of postal operations. Such notification may be by public media, such as television or radio, or by other means deemed suitable.

2. 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 Sectional Center Manager/Postmaster.

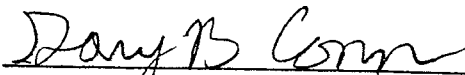
The format for the local memorandum shall be as follows: This Memorandum of Understanding is entered into on MAY 31, 1991, at Madison, Wisconsin, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 1990 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.



R. C. PAYNE  
MSC MANAGER/POSTMASTER  
UNITED STATES POSTAL SERVICE



JACK SEVERSON  
ADMINISTRATIVE VICE PRESIDNET  
POSTAL MAIL HANDLERS UNION LOCAL 306



GARY CONN  
CHIEF NEGOTIATOR  
POSTAL MAIL HANDLERS UNION LOCAL 306

