

# **LOCAL MEMORANDUM**

**OF**

**UNDERSTANDING**



**BETWEEN**



**UNITED STATES POSTAL SERVICE  
BISMARCK, ND**

**AND**

**MAIL HANDLERS  
LOCAL UNION NO. 323**

**2011 - 2016**

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Item A Additional or longer wash-up periods.

Those employees who perform dirty work or work with toxic materials shall be granted a reasonable wash up time before lunch and at the end of tour, subject to Article 8, Section 9 of the **2011** National Agreement. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

**This time is for cleaning up one's self. Leaving the building to start vehicles, loitering around the time clock and warming up food in microwaves are examples of activities that are not authorized during the wash-up time. This time must be effectively used for the primary purpose of washing up.**

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 times of civil disorders or acts of God involving community disasters such as fires, floods, storms, threats or alleged explosives, the Installation Head or Designee will determine whether conditions are such that postal operations should be curtailed or terminated. Employees will be notified at the earliest possible time of any termination or curtailment of Postal Operations. Management will notify and seek the cooperation of the local radio and television stations to inform employees.

2. Employees will be expected to report for work unless notified otherwise by management.

3. Employees off duty may contact the installation for instructions.

Item C Formulation of local leave program.

1. The same method of vacation leave bidding shall be utilized in each section. A calendar, chart, and seniority list shall be utilized. Each employee will be responsible for planning his/her vacation.

For the purpose of Annual Leave selection, sections will be defined as follows:

- Tour 1
- Tour 2
- Tour 3

2. There shall be **three (3)** rounds in the formal choice vacation bidding. The first round shall begin on January 15th. The time and date of the subsequent round will be determined at the January vacation planning meeting and printed on vacation sign-up **CALENDARS. Round 1 – One selection per employee, not to exceed 10 or 15 days as allowed by the National Contract. Round 2 – One**

**selection per employee, not to exceed 10 or 15 days as allowed by the National Contract. Round 3 – Up to five (5) full single day selections.**

3. On each round, the procedure for selecting annual leave during the choice vacation period shall be as follows:

a. In each selection employees shall sign a vacation sign-up **CALENDAR** by seniority indicating their vacation choice. A vacation choice signed, **for more than one week, in either of the first 2 rounds** must be for consecutive weeks. **Each employee, during their turn in Round 3, can submit for any single prime time day that is vacant (up to their allowed 5 days).** During the signing periods, no employee shall take more than three working days to make a selection without forfeiting his/her choice.

b. Employees entitled to fifteen (15) days of annual leave may select fifteen (15) consecutive days in one round, when continuous vacation weeks are available.

4. Employees may keep their original choice vacation selection when moving to a new section or tour whether by successful bid or reassignment.

5. Requests for a change in the basic work week (change of work schedule) to permit employees to combine days off with **full week(s)** annual leave **selections** under the choice vacation plan must be requested by the employee, and may be approved provided that the request is made to the immediate supervisor on PS Form 3189 (Employees Request for a change of Schedule) and is signed by the employee and the Shop Steward.

**6. Employees who desire to cancel a choice vacation selection or any other annual leave must do so at least two (2) weeks prior to the beginning date of the leave by notifying their immediate supervisor. Cancelled choice vacation selections or any other annual leave selections shall be posted within twenty-four (24) hours from the time an employee notifies his/her immediate supervisor of the cancellation. A cancelled choice vacation selection or any other annual leave selection will be posted for a period of seven (7) days to ensure ample notice to employees of its availability. It will then be awarded to the senior employee requesting the selection.**

7. Military Leave will be charged to the choice vacation period. The percentage of Annual Leave agreed upon in Item H shall include Military Leave.

8. After the choice vacation bidding is completed and vacant weeks still remain on the vacation sign up list, employees who have uncommitted annual leave may request whole weeks from the available choice vacation period by submitting a PS

Form 3971 to his/her supervisor in accordance with Article 10 Section 5 C, C1 and C2 below:

C After the initial sign-up period is completed and vacant weeks still exist on the vacation sign-up list, request for any of these weeks shall be handled as follows:

C1 The installation head will honor all requests for vacant weeks which are submitted seven (7) days in advance of the leave period.

C2 The installation head will make every effort to grant requests for vacant weeks submitted less than seven (7) days in advance of the leave period.

9. In a case of an employee's death, Management will grant, depending on the needs of the service, annual leave or leave without pay to the employees within that section to attend the funeral.

10. Due considerations will be given to all requests for annual leave, including those special events (i.e., birthdays, weddings, wedding anniversaries, religious events, etc.) provided that it does not deprive a Mail Handler of previously approved leave.

11. If a holiday falls at the beginning, in the middle of or at the end of an employees scheduled annual leave (full weeks) the holiday will be considered a part of that annual leave.

12. Requests for leave to conduct official Union business made by the representatives of the Bismarck Branch, Local 323, National Postal Mail Handlers Union, will not be unreasonably denied, provided that such a request has been submitted as soon as practicable.

13. Incidental annual leave will be granted on a first come first serve basis **after the three (3) rounds of primetime annual selection rounds are completed.** Any annual leave requests submitted on the same day will be granted by seniority. **If an employee has available, uncommitted annual Leave, and the calendar is open, the incidental annual leave request will not be unreasonably denied. All incidental annual leave requests will be returned to the employee within seventy two (72) hours of the submission.**

Item D

The duration of the choice vacation period.

The choice vacation period shall begin with the first full service week in **March** and conclude with the service week containing Thanksgiving Day.

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

1. The vacation period shall start on the first day of the employee's basic work week. Exceptions may be granted by agreement among the employee, the Union representative and the Employer.

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. Employees, at their option, may request two selections during the choice vacation period, in units of either five (5) days or ten (10) days or a total not to exceed ten (10) or fifteen (15) days as applicable.

Item G Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

1. Union functions will not be charged to the choice vacation period.
2. Jury Duty will be charged to the choice vacation period if the employees have been notified 7 days in advance. This will apply only to unscheduled weeks on the choice vacation board.

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

1. During each week of the choice vacation period, fifteen percent (15%) of the total complement of a section shall be allowed annual leave. In sections where this number computes to include a fraction of .5 or greater, the number will be rounded up to the next higher number. In any section where the formula computes to less than one (1), one employee shall receive leave during each week of the choice vacation period.

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

Official notice to each employee of his/her approved vacation schedule shall be posted on a vacation list maintained in the section. Following the conclusion of each round, each employee will submit a PS Form 3971 in duplicate to his/her immediate supervisor who will approve them and return a copy to the employee no later than February 28.

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

The employer shall, no later than November 1 of each year, publicize on bulletin boards the beginning date of the new leave year.

Item K

The procedures for submission of applications for annual leave during other than the choice vacation period.

1. Employees may submit applications for annual leave during other than the choice vacation period (**The Saturday of the first service week after Thanksgiving Day through the Friday prior to the first full service week in March**) to the employee's immediate supervisor on PS Form 3971. Applications for annual leave will be considered in order of request and the employee shall be notified of approval or disapproval as soon as possible by the appropriate supervisor.

If the employee has not been notified of the approval or disapproval of the requested annual leave by the end of the employees tour on the day preceding the beginning date of the requested annual leave, the request shall be considered approved.

All annual leave requests must be submitted to the employee's immediate supervisor or supervisor on duty in person. The supervisor must then sign off as notified.

Item L

Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

1. The overtime desired lists shall be posted quarterly by tours.

**2. Overtime scheduling.**

**a. To the maximum extent possible, employees required to work overtime at the end of their tour will be provided one (1) hour advance notice.**

**b. Begin tour overtime will be scheduled by notifying the appropriate employees on the preceding day or by telephone on the day of the need. To the maximum extent possible, employees who are contacted by telephone will be provided no less than one (1) hour advance notice.**

**c. Overtime List employees will be allowed to "pass" on overtime if qualified and available NON-OTDL Mail Handlers volunteer for the same overtime opportunity. The "forcing" of overtime will be in Accordance with Article 8.5 of the National Contract.**

**3. Overtime Desired Lists**

**a. Full-time employees who are not available to sign the OTDL because they are absent during the signing period may be added to the OTDL if requested by the employee within fourteen (14) calendar days of return to duty.**

**b. Full-time employees who voluntarily bid, or are involuntarily assigned into a job within different hours and/or off days, may be added to the OTDL if requested by the employee within fourteen (14) calendar days of the effective date of the change and they receive written acknowledgement from the appropriate supervisor and union steward.**

**c. Employees who wish to remove their names from the OTDL or any portion thereof must provide written notice to their immediate supervisor. A forty-eight (48) hour notification is required when employees desire to remove their name from the OTDL. Employees who remove their names from the OTDL may not return their names to the OTDL during that quarter.**

Item M

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

The number of assignments that will be reserved for temporary light duty for employees injured off-the-job will be determined by past experience and sound business practices and will exist on an as needed basis for the duration of this agreement. Such assignments to temporary light duty in the Mail Handler craft will depend on the employee's medical restrictions and ability to meet the qualifications of the light duty assignment to which assigned. When temporary assignments to light duty are effected, they shall be made with a maximum duration of ninety (90) days. Assignments in excess of ninety (90) days will be made in accordance with Article 13 of the National Agreement.

Item N

The method to be used in reserving the light duty assignments so that no regularly assigned member of the work force will be adversely affected.

The employer will consult with the union if an employee is assigned duties outside their normal work functions/schedule so that no regularly assigned member of the work force will be adversely affected.

Item O

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

1. When an employee requests reassignment to light duty, the Installation Head, who will be guided by the examining physicians report and the employee's ability to perform the duties involved, will consider the following duties to the extent possible when effecting the assignment:

- Culling and traying mail
- Hanging and labeling sacks
- Examining empty sacks
- Working empty equipment



Any duties performed on the employee's regular duty assignment that do not conflict with the light duty assignment and are not prohibited by the employee's medical restrictions.

Item P The identification of assignments compromising a section, when it is proposed to reassign within an installation, employees excess to the needs of a section.

1. Tour I, Tour 2 and Tour 3 shall each constitute a section for purposes of reassignment.

Item Q The assignment of employee parking spaces.

The implementation of the local parking program shall be the responsibility of the Installation Head.

Item R The determination as to whether annual leave to attend Union activities requested prior to the determination of the choice vacation schedule is to be part of the total choice vacation plan.

Annual Leave to attend Union activities requested prior to the determination of the choice vacation schedule shall not be a part of the total choice vacation plan.

Item S Those Items which are subject to local negotiations as provided in the following articles:

Article 12, Section .3C

Posting and bidding of preferred duty assignments (Full Time Regular Bid Positions) shall be installation wide.

Article 12, Section .3E3e

If it becomes necessary to temporarily assign a full-time regular Mail Handler outside of his/her section, the method of selection shall be by juniority. If asked by the Supervisor, any full-time regular Mail Handler may volunteer to go first. The return to a section shall be by seniority, Stewards shall be the last out and first in.

Article 12, Section .4

A section will be defined as a tour. The following periods will define the tours:

Any employee whose starting time begins within the time frames listed below is considered to be assigned to that Tour/Section:

Tour 1 – 2000 hours to 0399 hours

Tour 2 – 0400 hours to 1199 hours  
Tour 3 - 1200 hours to 1999 hours

Article 12, Section .6C4a

Refer to Item P

Article 13, Section .3

Refer to Item M, Item N and Item O.

Item T

Local implementation of this Agreement relating to seniority, reassignments and postings.

1. Bulletin board space shall be provided.
2. Seniority lists must be posted quarterly.

The Post Office agrees to furnish the National Postal Mail Handlers Union with a current seniority roster, and post one on the official bulletin board.

Postings

- A. The notice of vacancies in preferred assignments shall remain posted for not less than ten (10) calendar days.
- B. Local Management shall furnish the Local with a copy of each posting and the results of such bidding.

LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on October 30, 2013, at Bismarck, ND, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, **AFL-CIO**, a Division of the Laborers' International Union of North America, pursuant to the Local Implementation Article of the **2011** National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

JoAnn Staub Date 10/30/13  
JoAnn Staub, Plant Manager  
Bismarck, ND

\_\_\_\_\_ Date \_\_\_\_\_  
Jeff Larsen, President  
Mail Handlers Local 323

Brock Engstrom Date 10/30/13  
Brock Engstrom, Chief Negotiator  
Mail Handlers Local 323

Tad Fink Date 10/30/13  
Tad Fink, Steward  
Mail Handlers Local 323