

UNITED STATES POSTAL SERVICE
DULUTH AREA MAIL PROCESSING
DISTRUBUTION CENTER
DULUTH, MN

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE

UNITED STATES POSTAL SERVICE

AND THE



NATIONAL POSTAL MAIL HANDLERS UNION
A DIVISION OF THE LABORER'S INTERNATIONAL
UNION OF NORTH ANERICA, AFL-CIO

LOCAL 323

2006 – 2011

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ITEM A

ADDITIONAL OR LONGER WASH-UP PERIODS

Supervisors shall grant reasonable wash-up periods to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to grievance procedure.

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, bomb threats, or Acts of God involving community disasters such as fire, flood, or storms, responsible Postal Officials shall determine whether conditions are such that postal operations should be curtailed or terminated, taking into account the welfare of postal employees, the needs of the service, local conditions, and to consider the orders of local authorities. When a local emergency exists, the following shall apply:

- A. Employees on duty will be notified of what action to take.
- B. Employees off duty will be notified of what action to take through available local media as determined by the Installation Head.
- C. Employees off duty will make every effort to contact Management for instructions.

ITEM C

FORMULATION OF LOCAL LEAVE PROGRAM

1. The same method of vacation leave bidding shall be used on all tours. A calendar, chart, and seniority list shall be utilized. Each employee shall be responsible for planning his/her vacation.
2. There shall be two rounds in the formal choice vacation bidding. The first round shall begin on January 9th through February 9th. The second round shall begin on February 10th through the last day of February.
3. On each round, the procedure for signing for annual leave during the choice vacation period shall be as follows:

A. On each tour, employees shall sign a vacation sign-up list by seniority indicating their vacation choice. A vacation choice signed for must be for consecutive weeks. During the signing periods, no employee shall take more than 72 hours to make a selection without forfeiting his/her choice.

4. Mail Handlers changing their assignments by bid shall have their vacation periods honored on the new assignment.

5. Employees who request to cancel one or more weeks of their choice vacation selection and do so at least two (2) weeks prior to the beginning date of the leave by notifying their immediate supervisor, will have their vacated prime time annual leave choice posted within 24 hours of cancellation. Such vacant weeks will be posted for seven (7) days except in cases of emergencies, where the posting may be less. The senior mail handler bidding shall be granted this time.

6. Military leave shall not be charged to the choice vacation period.

7. No later than November 1st of each calendar year, a general notice will be published and posted advising all employees of the risk of losing an over-accumulation of annual leave.

ITEM D

DURATION OF THE CHOICE VACATION PERIOD

The Choice Vacation Period will be from February 1st through January 31st, excluding the month of December, of each calendar year.

ITEM E

THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

The beginning day of a Mail Handlers vacation will be the first day of the employee's basic workweek. Exceptions may be granted by agreement among the employee, the Union Representative and the Employer.

Except in emergencies, employees scheduled for vacation shall be exempt from mandatory overtime on their non-scheduled days prior to and following their approved vacation weeks and on the work day immediately before their vacation begins.

ITEM F

WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS

All employees shall be granted two (2) selections, in seniority order, one on the first round and one on the second round in accordance with the maximum days allowed by the National Agreement.

ITEM G

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

A Mail Handler who is called to jury duty or who is an elected delegate or alternate and attends a National or State Convention during his/her choice vacation period is eligible for another available period, provided this does not deprive any other Mail Handler of his/her first choice for scheduled vacation.

ITEM H

DETERMINATION OF THE MAXIMUM PERCENTAGE OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

The maximum number of employees who shall receive choice vacation period leave each week shall be 10 percent of the Tour, including casuals, with any fraction raised to the next highest whole number.

ITEM I

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

All Mail Handlers will receive official written notice via duplicate PS Form 3971 of their approved vacation. The official sign-up list will be considered official notice and be posted on the bulletin board through the vacation period.

ITEM J

DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES
OF THE BEGINNING OF THE NEW LEAVE YEAR

A meeting will be held in the month of October between the President, Local # 323, or his/her designee, and the Plant Manager or his/her designee, to determine the date and means of notifying employees of the beginning of the new leave year.

ITEM K

THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL
LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

Annual leave requests, for periods other than choice vacation period will be on a first come, first served basis. Employee's leave requests may not be submitted prior to 60 days from the requested leave period.

The request will be approved/disapproved no later than the Wednesday prior to the service week of the requested period. The employee's requests will not be unreasonably denied. When special circumstance warrants, exceptions to the above may be granted upon agreement between Management, Union, and Employee.

If the time period for approval/disapproval of the 3971 has elapsed, Management will make every effort to allow that individual to take that leave.

Leave less than eight (8) hours. Employees who request short term annual leave when at work shall submit requests to the immediate supervisor. Management will render a decision, based on principle of first come, first served, whether the request can be granted or denied prior to the requested time period.

ITEM L

WHETHER OVERTIME DESIRED LISTS IN ARTICLE 8 SHALL BE BY
SECTION AND/OR TOUR

Overtime Desired Lists shall be by tour. Normally, employees will be given a minimum of one (1) hour notice before the regularly scheduled end of tour.

ITEM M

THE NUMBER OF LIGHT DUTY ASSIGNMENTS TO BE RESERVED FOR
TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT

The number of assignments that may be reserved for temporary light duty for off-the-job injured employees will be determined by past experience and sound business practices. Such assignments to temporary light duty in the Mail Handler craft will be dependent on the employee(s) medical restrictions, ability to meet the qualifications of the light duty assignment to which assigned, and to the employee(s) ability to productively perform the duties involved.

ITEM 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

When assignments are to be reserved for light duty in the Mail Handler craft, the Installation Head or his designee shall consult with the Union so that no regularly assigned member of the regular work force will be adversely affected.

ITEM O

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED
LIGHT DUTY

When a full-time regular or part-time flexible employee requests reassignment to light duty, the Installation Head, who will be guided by the examining physician's report and the employee's medical conditions/restrictions and ability to perform the duties involved, will consider the following duties to the extent possible when effecting assignment:

- Culling belts
- Hanging/labeling sacks
- Rewraps/tear ups
- Hand canceling
- Rejects
- Examining empty sacks
- Pulling mail from cases

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

When it is proposed to reassign within an installation employees excess to the needs of a section, the sections shall be by tour. Sections shall be defined as:

Dock

Workroom Floor

ITEM Q

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

A parking space shall be assigned to the designated agent of the Mail handlers Union.

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 VACATION
PLAN

Refer to Article 24.2 of the 2006 National Agreement.

ITEM S

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS
AS PROVIDED IN THE FOLLOWING ARTICLES

Article 12, Section .3 B 5:

1. A 50% change in duties (actual duties performed) shall cause the duty assignments to be reposted.
2. A change in principle assignment area which requires reporting to a different physical location shall cause the duty assignment to be reposted, except the incumbent shall have the option to accept the new assignment.

Article 12, Section .3 C:

Posting and bidding for preferred duty assignments shall be installation-wide.

Article **12**, Section .3 E 3 E:

When it is necessary to temporarily reassign a full-time regular Mail Handler outside his/her bid assignment area, the method of selection shall be by juniority. Any senior full-time regular Mail Handler may volunteer to go first. The return back to the bid assignment area shall be by seniority.

Article 12, Section .4:

Refer to Item P.

Article 12, Section .6 C 4 A:

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 POSTING

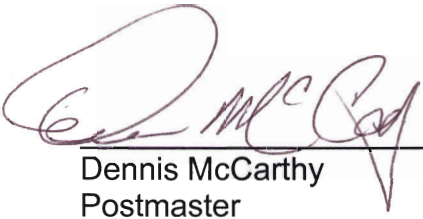
Refer to the 2006 National Agreement.

The Union will be provided an updated seniority roster on a quarterly basis.


All vacancies and award notifications shall be posted on all Official Bulletin Boards.

This Memoranda of Understanding is entered into on October 16, 2007, at Duluth, Minnesota between the representative of the United States Postal Service and the designated agent of the National Postal Mail Handlers Union, Local # 323, a Division of the Laborer's International Union of North America, AFL-CIO, pursuant to Article 30 of the 2006 National Agreement. This Memoranda of Understanding constitutes the entire Agreement on matters relating to local conditions of employment.

FOR THE EMPLOYER:

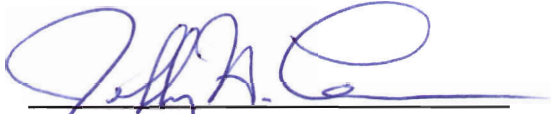


Dennis McCarthy
Postmaster

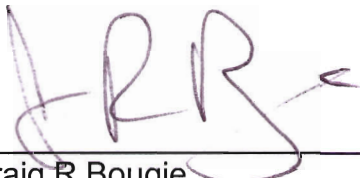


William Jaskari
Plant Mgr/Chief Negotiator

FOR THE UNION:



Jeff Larsen
President, Local 323



Craig R Bougie
Chief Negotiator



LeeAnn Johnson
Negotiator