

**LOCAL MEMORANDUM
OF UNDERSTANDING**

BETWEEN

UNITED STATES POSTAL SERVICE
FARGO ND POST OFFICE
MAIL PROCESSING AND DISTRIBUTION CENTER

AND

NATIONAL POSTAL MAIL HANDLERS UNION
A DIVISION OF THE LABORERS
INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO

LOCAL 323

NOVEMBER 21, 2006 – NOVEMBER 20, 2011

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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 five-minute wash-up time before lunch and a five-minute wash-up time at the end of tour subject to Article 8, Section 9 of the 2006 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.

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, and to conform to orders of local authorities. When a local emergency exists, the following shall apply:

1. Employees on duty will be notified of what action to take.
2. Employees off duty will be notified of what action to take through available local media as determined by the Installation Head or Designee.
3. Employees off duty may contact the installation for instructions.

Item C Formulation of the 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. **Seniority list shall include full-time regulars, part-time regulars and part-time flexibles.** Each employee shall be responsible for planning his/her vacation.
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 each subsequent round will be determined at the January vacation planning meeting and printed on vacation sign-up lists. **Round 1—Full week requests considered in order of seniority. Full week consists of 40 hours or 32 hours plus holiday. Round 2—Full week requests considered in order of seniority. Round 3—Full week requests in order of seniority prior to consideration of full and/or partial single day requests by seniority.**
3. During each round, the Steward for the tour will be provided time to circulate the Vacation Preference Calendar (VPC). The Vacation Preference Calendar shall be circulated in order of seniority and each employee will mark their selection.

4. Mail Handlers changing their assignments by bid shall have their vacation periods honored on the new assignment.
5. 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.
6. Military leave shall not be charged to the choice vacation period.
7. 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 PS Form 3971 to his/her immediate supervisor.
8. In the case of death in the immediate family defined as:
 - a. Spouses and parents thereof;
 - b. Children and spouses thereof;
 - c. Parents and spouses thereof;
 - d. Brothers, sisters, and spouses thereof; or
 - e. Any person related by blood or affinity whose close association with the deceased was such to have the equivalent of a family relationship.

An employee shall be granted the necessary leave if requested.

The amount of leave in excess of two (2) days will be subject to the needs of the service.

9. In the case of an employee's death or a member of an employee's immediate family, Management will grant, depending on service conditions, annual leave or leave without pay to the employees within that section to attend the visitation, funeral, or other memorial service. However, at least one (1) employee will be allowed to go to the visitation, funeral or other memorial service as a representative of the section.

10. Due considerations will be given to all requests for annual leave, including those for special events (i.e., birthdays, weddings, wedding anniversaries, religious events, etc.) provided that it does not deprive a Mail Handler of previously approved leave. During other than the choice vacation period, fifteen (15%) of the complement of a section shall be allowed off on annual leave. In sections where this computes to include a fraction of .5 or greater, the number will be rounded up to the next highest number. In any section where the formula computes to less than one (1), one employee shall be allowed leave.
11. Forty (40) hours of leave on either side of a holiday or day designated as a holiday, shall prevent an employee from being drafted on that holiday.
12. Employees shall not be required to work overtime on their non-scheduled day(s) when they have eight (8) hours of annual leave on the days preceding or following their non-scheduled day(s).
13. Requests for leave to conduct official Union business made by the representatives of the Fargo Branch, Local 323, National Postal Mail Handlers Union, will be granted provided that such a request has been submitted by the employee as soon as practicable.
14. When requested, the Employer will grant Mail Handlers two (2) hours of administrative leave for donating blood to the Red Cross, and/or any other Nonprofit Blood Bank when such scheduled donation falls within the employee's regular tour of duty.

Item D The duration of the choice vacation period.

The choice vacation period shall begin with the first full service week in April and conclude with the first service week after the Thanksgiving holiday.

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

Employee's vacation period will start in accordance with Article X, Section 3E of the National Agreement.

Item F Whether employees at their option may request two selections during the choice vacation period, in units of either five (5) days or ten (10) days.

Employees, at their option, may request two selections during the choice vacation period in units of either five (5) or ten (10) days the 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.

Jury duty and attendance at National or State Conventions shall not be charged to the choice vacation period.

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

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. Results of the formal choice vacation bidding will be posted within forty-eight (48) hours after the close of each round. Following the posting of the results for each round, each employee will submit PS Form 3971 in duplicate to his/her immediate supervisor who will approve them and return a copy to the employee within forty-eight (48) hours.

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 official bulletin boards **and by other appropriate means** the beginning date of the new leave year **which shall begin with the first day of the first full pay period of the calendar year.**

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

Employees may submit applications for annual leave during other than the choice vacation period (**generally December through March**) to the employee's immediate supervisor on PS Form 3971 **on the beginning date of the new leave year which shall begin with the first day of the first full pay period of the calendar year.** Applications for annual leave will be

considered in order of seniority 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 employee's tour on the day preceding the beginning date of the requested annual leave, the request shall be approved.

Item L Whether "Overtime Desired" lists shall be by section and/or tour.

1. Overtime desired lists shall be by tour.
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. Provided that Non-OTDL full-time regular employees are not required to work, management will allow employees on the OTDL to "pass" or simply decline overtime requests as long as there are other employees qualified and available who have not yet been asked to "volunteer" for necessary overtime.
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 light duty assignments so that no regularly assigned member of the work force will be adversely affected.

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

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

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 assignment:

- Culling and traying mail
- Hanging and labeling sacks
- Examining empty sacks
- Working of 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 comprising 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.

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.

The annual leave of one (1) representative to attend Union activities requested prior to the determination of the choice vacation schedule shall not be part of the total choice vacation plan. All other annual leave will be charged to the choice vacation plan.

Item S Those other items which are subject to local negotiations as provided in the following Articles.

Article 12, Section .3B5

1. A fifty percent (50%) change in duties (actual duties performed) shall cause the duty assignment to be reposted.
2. A change in the 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 of accepting the new assignment.

Article 12, Section .3C

Posting and bidding for preferred duty assignments 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 bid assignment area, 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 the bid assignment area shall be by seniority. Stewards shall be the last out and the first in.

Article 12, Section .4

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

All employees whose greater portion of hours falls between the following periods:

Tour 1 2400 - 0800
Tour 2 0800 - 1600
Tour 3 1690 - 2400

Article 12, Section .6C4a

Refer to Item P.

Article 13, Section .3

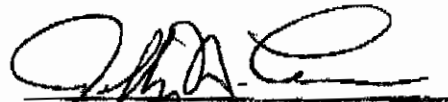
Refer to Item M, Item N, and Item O.

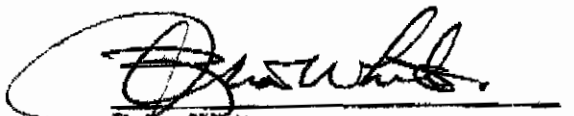
Item T Local implementation of this Agreement relating to seniority, reassignment, and posting

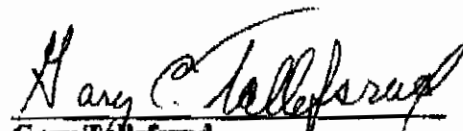
The Employer shall provide the Union no less than with One (1) secured lockable bulletin board.

This Memorandum of Understanding is entered into on September 15, 2008, at Fargo, North Dakota, 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 2006 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.



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