

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE
MINNEAPOLIS/ST. PAUL NETWORK DISTRIBUTION CENTER
EAGAN, MINNESOTA



AND



NDC BRANCH - LOCAL 323
NATIONAL POSTAL MAIL HANDLERS UNION
DIVISION OF LIUNA - AFL-CIO

2011-2016

MAIL HANDLER LOCAL MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

<u>Item</u>	<u>Subject</u>	<u>Page</u>
	<i>Preface</i>	ii
A.	Wash-Up Period	1
B.	Curtailment or Termination of Postal Operations	1
C.	Local Leave Program	1
D.	Vacation Period	2
E.	Beginning Day of Vacation Period	2
F.	Selection of Vacation Period	2
G.	Jury Duty and Attendance at National or State Conventions	2
H.	Maximum Employees on Leave During Choice Vacation Period	2
I.	Approval Vacation Schedule	3
J.	Notification of Beginning New Leave Year	3
K.	Procedures for Submission Applications for Annual Leave Other Than Choice Periods	3
L.	Overtime Desired Lists	4
M.	Light Duty Assignments - Numbers	5
N.	Light Duty Assignments - Methods	5
O.	Light Duty Assignments - Identification	6
P.	Excessing Reassignment Procedures	6
Q.	Parking Facilities	6
R.	Leave to Attend Union Activities	6
S.	Other Items Which Are Subject to Local Negotiations as Provided in the Craft Provision of this Agreement	6
T.	Seniority - Reassignments - Posting	7
	<i>Signatory Page</i>	8

Attachments

NOI - Overtime Desired List	I
LOI - MHA Choice Vacation Selection Procedure	II
Implementation Agreement	III

PREFACE

This Memorandum of Understanding is entered into on October 30, 2013, at Eagan, Minnesota 55121, between the representatives of the United States Postal Service and the designated agent(s) of the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO Mail Handler Local No. 323, pursuant to the Local Implementation Provision of the 2011-2016 National Agreement.

This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

It is agreed between the Plant Manager of the Minneapolis/St. Paul Network Distribution Center and the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO Mail Handlers Local No. 323, that in addition to acceptance of the provisions that supplement the 2011-2016 Nationally Negotiated Working Agreement signed by the United States Postal Service and the Exclusive Bargaining Unions, the parties to this agreement accept and will be bound by the following terms and conditions of employment as they affect all employees of the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO Mail Handler Local No. 323, at the Minneapolis/St. Paul Network Distribution Center.

The National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO Mail Handler Local No. 323, in the Minneapolis/St. Paul Network Distribution Center is entitled to act for, to negotiate for, and to represent members of the Mail Handler Craft in the Minneapolis/St. Paul Network Distribution Center during the life of this contract.

A. Additional or Longer Wash-Up Periods

Article 8, Section 9, provides reasonable wash-up time for an employee who performs dirty work. Any employee shall be granted such time as is reasonable and necessary for washing up after performing dirty work and/or handling toxic material.

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. Postal Operations will not be curtailed or terminated at the **NDC** unless the Plant Manager, or his designee, determines that conditions so warrant. The orders of local authorities will be considered in determining the extent to which the **NDC** operations will be curtailed.
2. Management shall notify the employees at the earliest possible time of curtailment or termination of Postal Operations. Such notification will be by available public media such as radio or television.
3. In those instances where operations are curtailed or terminated as set forth above, the applicable leave shall be administered in accordance with the provisions of Article 10 of the National Agreement and Section 519 of the ELM.
4. One of the **NDC** Union Officers or a **NDC** Steward shall be notified as soon as possible upon the implementation of this item.
5. New or revised emergency procedures or emergency policies including those pertaining to biological or chemical threats in the mails will be provided to the union. Such information will be provided as soon as is administratively practicable.

C. Formulation of Local Leave Program

1. The process of bidding for choice vacations will be completed by rounds: Starting February 1 to March 1 of each year for Round One, and March 2 to March 15 of each year for Round Two, and all employees will submit their bids during this time. Requests for leave in January through March 15 may be submitted in those months and will be charged to the Choice Vacation Period, and the employee will determine to which vacation bid (first or second) round these requests will be applied.
2. The bidding for Choice Vacations will be by section and tour at the time of bidding in the Mail Handler Craft.
3. The approved vacation schedule will be maintained and posted in each section.
4. The bidding process shall be done by seniority within each section. After notification of each Mail Handler's turn to bid, that Mail Handler shall be allowed two (2) days to submit his/her Choice Vacation Bid. Immediately after submission of said bid, the supervisor shall give verbal approval or disapproval of the request.
 - a. Upon failure to submit a Choice Vacation Bid within two days, that Mail Handler shall forfeit his/her bid at that time, but may submit a vacation bid as soon as he/she has made his/her choice. That choice shall be determined by any open weeks still available at the time of submission.
5. No exchanges of vacation choice by employees shall be permitted.

6. Employees may submit a PS-Form 3971 to cancel one or more full weeks of vacation provided two weeks or greater advance written notice is given. Such canceled leave will be available for use by other employees within the section. The canceled period will be posted for seven (7) calendar days and granted by seniority. Requests for exceptions to the two week advance notice requirement must be submitted to the MDO. Such exceptions may be granted only with the approval of both the MDO and the union.
7. After bid rounds are completed, any vacation weeks vacated by employees bidding to different tours and sections will not be made available for bidding. Employees changing their assignments shall have their vacation periods honored on the new assignments.
8. Vacations will be bid in forty (40) hour increments only (32 hours + the holiday).

D. The Duration of the Choice Vacation Period

The duration of the Choice Vacation Period will be: the first full week of the calendar year through November 30 of each year.

E. The Determination of the Beginning of an 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.
2. 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.

F. Whether Employees, at Their Option, May Request Two (2) Selections During the Choice Vacation Period

Employees, at their option, may request two (2) selections during the Choice Vacation Period, one selection during each round of bidding, in units of either five (5) or ten (10) days, provided the total annual leave requested during the choice vacation period does not exceed:

1. Ten (10) days for employees who earn thirteen (13) days annual leave per year.
2. Fifteen (15) days for employees who earn twenty (20) or twenty-six (26) days per year.

G. Whether Jury Duty and Attendance at National and State Conventions Shall be Charged to the Choice Vacation Period

An employee who is called for Jury Duty during the employee's scheduled Choice Vacation Period, or who attends a National, State or Regional Convention (Assembly) during the Choice Vacation Period is eligible for another available period provided this does not deprive any other employee of his/her choice for scheduled vacations.

H. Determination of the Maximum Number of Employees Who Shall Receive Annual Leave Each Week during the Choice Vacation Period

1. After employees are offered an opportunity to submit leave requests during the Choice Vacation Period, the following will represent the allowable percentages of career employees that will be permitted off during the times specified:

January	7.5%	February	7.5%	March	10%
April	10%	May	15%	June	20%
* July	20%	August	15%	September	10%
October	7.5%	November	10%		

* The week of July 4th will be 25%

2. The weekly percentage is governed by the month's percentage that has the greatest number of days in that week.
3. When the percentage is applied, any number of less than one (1) will be rounded to one (1) and any number over one (1) will be rounded in accordance with regular rounding rules.

I. The Issuance of Official Notices to Each Employee of the Vacation Schedule Approved for Him/Her

A copy of the duplicate 3971 shall be used as Official notice to each employee of his/her approved vacation schedule within 7-10 days after the closing of each bid round.

A copy of the duplicate 3971 approving the employee's annual leave for their vacation schedule shall be given to the employee on Monday of the week prior to the week of the employee's scheduled vacation.

The parties are in agreement that, in the event that a copy of the duplicate 3971 approving annual leave for the employee's vacation schedule is not provided to them, the employee may take their vacation as requested, provided they have sufficient annual leave.

J. Determination of the Date and Means of Notifying Employees of The Beginning of the New Leave Year

Management shall notify employees no later than the month of October of each year of the beginning of the new leave year by posting such notice on all Unit and Official Bulletin Boards.

K. The Procedure for Submission of Applications for Annual Leave During Other Than the Choice Vacation Period

Requests for annual leave other than the choice vacation period may be submitted no more than sixty (60) days prior to the date(s) requested.

Short Term Annual Leave – Career Mail Handlers

1. Requests for short-term annual leave may be submitted a maximum of sixty (60) days prior to the date(s) requested. Requests made up to sixty (60) days in advance will be determined by tour on a first-come / first-served basis tour wide. Simultaneous (same date) submission of leave applications shall be decided on a seniority basis tour-wide.
2. For requests for annual leave made sixty (60) to three (3) days in advance, a determination will be made as soon as possible but not later than three (3) days prior to the date(s) requested. Once a determination has been made, and if additional leave can be granted, those advance submissions denied shall be granted on a first-come / first-served basis up to and throughout the date(s) requested. These requests shall be granted prior to the same day submittals. Those absent or on leave shall be passed over.

3. Same day requests for annual leave submitted by employees within the first hour of their tour shall be determined by seniority tour-wide. All requests for annual leave which are submitted within the first hour must be acted upon and returned to the employee within the first two (2) hours. Same day requests for annual leave after the first hour will be granted on a first-come / first-served basis after the first hour submissions are granted.
4. PS-Form 3971 must be submitted in person to that Tour's supervision or manager (not left on desk) and must be returned in person to the employee.
5. For requests made sixty (60) days in advance, management will allow an employee to submit a PS-Form 3971 on his/her last scheduled work day prior to the sixtieth (60th) day provided the date submitted block indicates the sixtieth (60th) day prior to the date(s) requested. Such requests will not be acted upon until said sixtieth (60th) day.

Guarantees: For annual leave requests made sixty (60) days to three (3) days prior to the date(s) requested, management will guarantee a minimum of five percent (5%) of career employees off per day on each tour. In calculating the number of career employees to be granted annual leave on each tour, fractions greater than or equal to one half percent (0.5%) shall be rounded up to the next whole number. On those tours where the percentage as applied computes to less than two (2), all such fractions shall be rounded up to the next whole number (see implementation agreement). This guarantee will not apply to the days of a holiday schedule or the month of December. Annual leave requests of less than one (1) hour will not be considered part of the guaranteed minimum.

Parameters for a request to be guaranteed:

1. The minimum number of employees off has not been met.
2. The request is submitted from sixty (60) days up to the end of tour, three (3) work days prior to the date(s) requested.

Example:

An employee desires to have this Saturday off. The guaranteed minimum number of employees off has not been met, making leave available. The employee must submit by the end of his/her scheduled tour on Wednesday in order for said request to be guaranteed for the following Saturday.

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

1. The "Overtime Desired" Lists (OTDL) for the Mail Handler craft will be established among qualified full time employees doing similar work, by tour building wide. The OTDL's will be administered in accordance with the following:
 - a. There will be a multi-choice OTDL. Sign up sheets will be posted each quarter for Mail Handlers to indicate their overtime preferences. Mail Handlers may choose to sign up for before-tour overtime after-tour overtime, non-scheduled day overtime, or all available overtime.
 - b. Employees should understand they **are making themselves available for, and** will be expected to work **all overtime for which they are scheduled.**

Requests to be excused will be at management's discretion based on circumstances as outlined in Article 8.5 of the National Agreement.

2. Normally notice of overtime will be given a minimum of one (1) hour before the regularly scheduled end of tour. When allowed by service conditions, greater advance notice of overtime will be provided. Normally, once announced, this overtime will not be canceled or modified.
3. When overtime is scheduled, the list of Mail Handlers assigned to the overtime will be posted at each EBR. If the overtime list is not posted by the time Mail Handlers clock in from lunch, or if an additional list is posted subsequent to the original list, the newly scheduled Mail Handlers will be personally informed by management of their overtime assignments.
4. If non-OTDL, non-volunteer Mail Handlers are required to work overtime, they shall be personally informed by management of their overtime assignment, regardless of what time the overtime list is posted.
5. Full-time employees on the OTDL who voluntarily bid, or are involuntarily assigned into a duty assignment with different hours and/or off days, may be added to any portion(s) of the Multi-Choice OTDL if requested in writing within fourteen (14) calendar days of the effective date of the change.
6. Employees who remove their names from the overtime desired list(s) during the quarter will not have their names automatically added to the overtime list(s) for the next quarter. These employees must sign up for the overtime desired list(s) within two weeks prior to the start of the next quarter.

M. The Number of Light Duty Assignments Within Each Craft or Occupational Group to be Reserved For Temporary or Permanent Light Duty Assignment

Assignments reserved for Light Duty are not specifically enumerated, since virtually any Craft function comprising a given assignment may be evaluated in making such assignments.

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

1. The U.S. Postal Service and the Union recognize their responsibility to aid and assist deserving, full-time regular or **Mail Handler Assistant** employees who, through illness or injury, are unable to perform their regularly assigned duties. The Installation Head shall allow the greatest consideration for full-time regular or part-time flexible employees requiring Light Duty or other assignments giving each request careful attention and reassigning such employees, to the extent possible, in this installation. This consideration shall include the recommendation of the Medical Unit and medical reports submitted by the designated physicians.
2. The Providing of an opportunity for reassignment will be contingent upon:
 - a. The availability of appropriate work.
 - b. The ability of the employee to perform.
3. When assignments are to be reserved for light duty within the Mail Handler craft, refer to Article 13.4.C of the National Agreement.

O. The Identification of Assignments That Are to be Considered Light Duty Within Each Craft Represented in the Office

Any Craft function, including work performed in an employee's regular duty assignment can be utilized as a Light Duty assignment.

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

1. The Sections will be defined by tour and work area. The identification of assignments comprising a section or work area are those normal duty assignments within a principle assignment area which are now:
 - a. Support Section, Inbound Section, Outbound Section, Secondary Section, SSM Section, and APPS Section.
2. The Sections will be defined at the time of excessing in the manner described above.
3. Any Section established after the signing of this agreement shall be included in this local agreement.

Q. The Assignment of Employee Parking Spaces

1. Management shall continue to provide employee parking facilities to meet the needs of the employees as far as practicable. If any changes in the utilization of these facilities are being evaluated that would have an adverse effect on the availability of parking, Management shall consider the needs of employees, and they shall be given notification prior to making any change, and Management shall notify the Union if such action is taken.
2. The NPMHU shall be provided one (1) designated parking space for use while on official business.

R. The Determination as to Whether Annual Leave to Attend Union Business 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 requested prior to the determination of the Choice Vacation Schedule shall not be charged to the Choice Vacation Period.

S. Those Other Items Which are Subject to Local Negotiations as Provided in the Craft Provision of This Agreement

Article 12, Section .3B5

The determination of what constitutes a sufficient change of duties will be governed by the provisions of Article 12.3.B7.

Article 12, Section .3E3e

If it becomes operationally necessary to temporarily reassign a full-time regular Mail Handler outside their bid assignment area, the method of selection shall be by juniority within the appropriate level in the section to the fullest extent possible. Any full-time regular Mail Handler within the appropriate level in the section may volunteer to go first. The return back to the bid assignment area shall be by seniority within the appropriate level.

Article 12, Section .4

Unless specifically provided for elsewhere in this agreement, Section within the meaning of this LMOU will be defined as those set forth in Item P.

2. The determination of what constitutes a sufficient change of duties will be governed by the provisions of Article 12.3.B7.

T. Local Implementation of the Agreement Relating to Seniority, Reassignments, and Posting

1. The Union will be provided an updated seniority roster on a quarterly basis.
2. All vacancies and award notifications shall be posted on all Official Bulletin boards.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on October 30, 2013 at the Minneapolis/St. Paul Network Distribution Center, 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 2013 National Agreement.

This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

This Memorandum of Understanding shall continue in force from October 30, 2013, through the duration of the 2011 - 2016 National Agreement, signed by the United States Postal Service and the Union.

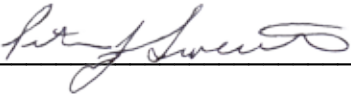
In witness whereof the parties hereto affix their signatures below, this 30TH, day of OCTOBER 2013.



Thomas Preiner
Plant Manager
Mpls./St. Paul NDC



Jeff Larsen
President
Mail Handlers Local 323



Peter J. Swentik
Manager Distributions Operations
Mpls./St. Paul NDC



Michael R. Straiton
Branch President - Chief Negotiator
Mpls./St. Paul NDC

NOTICE OF INTENT

Overtime Desired List (OTDL)

The following agreement regarding the Mail Handler craft employees Overtime Desired List is agreed to by Management of the Minneapolis/St. Paul Network Distribution Center and the Mail Handler Union, Local 323.


Both parties understand that this agreement is in addition to Article 8 of the National Agreement and Item L of the Local Memorandum of Understanding.

Both parties are in agreement that either party has the right to withdraw from this agreement with a thirty (30) day notification to the other party.


“Call At Home” Overtime Desired List Employees

- A. The quarterly OTDL sign-up sheet will have a section designated “Call At Home”. Those employees checking this section are indicating their desire to be called at home to work on their non-scheduled day.


- B. There will be a call at home procedure for OTDL Mail Handlers on the non-scheduled days.
 - 1. This will occur only after Management has scheduled the OTDL employees and volunteers that are at work on the day the OT call is being made.
 - 2. “Call At Home” OTDL employees will be contacted by seniority, with no rotation. Management will make one attempt to contact the employee.
 - 3. Once contacted, the employee has the option to decline. However, if an employee agrees to report for overtime, he/she will be scheduled to work and subject to the rules and regulations regarding attendance. The employee must be personally contacted by Management. Leaving a message on an answering machine, or with the employee’s spouse, child, housekeeper, etc., is not defined as “personal contact”.
 - 4. Management will contact “Call At Home” OTDL employees prior to the end of tour on the day prior to the day for which the overtime is to be scheduled.



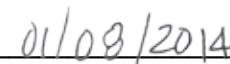
Thomas Preiner
Plant Manager
Minneapolis/St. Paul Network Distribution Center



Date



Michael R. Straiton
NDC Branch President
Mail Handlers Local 323



Date

LETTER OF INTENT


Re: The Scheduling of Annual Leave by Mail Handler Assistants (MHAs) During the Choice Vacation Period.

Article 30 of the National Agreement and Local Memoranda of Understanding provisions do not apply to MHAs, except as specifically referenced in the 2011 National Agreement. During the local implementation period the parties have been authorized to include provisions in the local memorandum of understanding to permit MHAs to apply for annual leave during the choice vacation period.

Following the completion of each year's choice vacation bidding procedures, MHAs may submit for choice vacation weeks which remain available in the section were they have been assigned for vacation selection purposes. MHAs will be assigned to such sections for vacation selection purposes only. MHAs will not be included in calculating the number of career Mail Handlers who will receive leave during the choice vacation period.


1. Career employees will be given preference over MHAs for requests submitted on the same date or service day.
2. An MHA must have a leave balance of at least forty (40) hours in order for leave to be granted. An MHA may request leave if it is reasonable to expect that they will have the necessary balance of forty (40) hours at the time that such leave would commence.
3. Leave requests will be granted in accordance with Article 10.5, Section C, of the 2011 National Agreement.
4. In the event an MHA cancels their leave request or if an MHA has their request cancelled because of an insufficient leave balance or separation, the resulting open week will be available to other employees.

This Letter of Intent shall remain in effect for the duration of the 2011 National Agreement.



 Thomas Preiner
 Plant Manager
 Minneapolis/St. Paul Network Distribution Center
 1/10/2014

 Date



 Michael R. Straiton
 NDC Branch President
 Mail Handlers Local 323
 01/09/2014

 Date

IMPLEMENTATION AGREEMENT

During this round of Local Implementation the parties created a percentage based formula for determining the guaranteed minimum number of Mail Handlers to be granted short term annual leave on each tour. In implementing this formula the parties agree that the current number of Mail Handlers to be granted short term annual leave on tour 1 will remain at three (3) until February 1, 2014. Following that date, the number of tour 1 Mail Handlers to be granted short term annual leave will be computed utilizing the percentage based formula. This agreement delays implementation on tour 1 only.



Thomas Preiner
Plant Manager
Minneapolis/St. Paul Network Distribution Center

1/10/2014

Date



Michael R. Straiton
NDC Branch President
Mail Handlers Local 323

01/08/2014

Date