

# LOCAL MEMORANDUM

OF

UNDERSTANDING



BETWEEN



**UNITED STATES POSTAL SERVICE  
GRAND FORKS, ND**

AND

**MAIL HANDLERS  
LOCAL UNION NO. 323**

**2006 - 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 reasonable wash up time before lunch and 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.

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 shall determine whether conditions are such that postal operations should be curtailed or terminated. Employees shall 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 shall be defined as follows:

- Tour 1
- Tour 2
- Tour 3

2.     There shall be two (2) rounds in the formal choice vacation bidding. The first round shall begin on February 1. Annual leave sign-up procedure will be determined at the January vacation planning meeting and printed on vacation sign-up lists.
3.     Within (72) hours after the completion of the initial sign-up, the remaining choice vacation period time shall be posted for a period of (14) days. If more than one mailhandler applies for the same vacant period, seniority

shall prevail. After the (14) day posting period, any remaining choice vacation period time shall be awarded on a first-come, first-served basis. Regular employees whose basic work week includes Saturday, Sunday, may opt to include the preceding Saturday/Sunday in their choice vacation period as long as another employee does not also have approved vacation that week.

4. In any instance, vacation granted in the choice vacation period shall be in units of 5 or 10 days (10.3.D3) and not to exceed fifteen (15) days unless an extension is approved by management
5. Seniority shall prevail on all annual leave unless specified in this LMOU.
6. Employees may keep their original choice vacation selection when moving to a new section or tour whether by successful bid or reassignment.
7. Employees who desire to cancel a choice vacation selection or any portion thereof, must do so at least fourteen (14) days in advance prior to the beginning date of the leave by notifying their immediate supervisor in writing. Canceled choice vacation selections shall be posted by the supervisor within forty eight (48) hours from the time an employee notifies his/her immediate supervisor of the cancellation.

Vacated annual leave selection will be posted for seven (7) days. The senior qualified bidder will be awarded this vacated annual leave. After seven (7) days, it shall be awarded on a first-come, first-served basis.

8. Military Leave will not be charged to the choice vacation period.
9. 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.
10. Requests for leave to conduct official Union business made by the representatives of the Grand Forks Branch, Local 323, National Postal Mail Handlers Union, shall be granted provided that such a request has been submitted as soon as practicable.

#### ITEM D THE DURATION OF THE CHOICE VACATION PERIOD.

The choice vacation period shall begin with the week containing the 1<sup>st</sup> of May and continue through the week containing the 30<sup>th</sup> of November.

ITEM E THE DETERMINATION OF THE BEGINNING DAY OF EMPLOYEE'S VACATION PERIOD.

The first day of the employee's basic work week is the first day following the employees two (2) nonscheduled days. The two (2) scheduled days off preceding and the two (2) scheduled days off following a regular scheduled vacation shall be considered as part of the vacation period for regular mailhandlers with five (5) consecutive workdays, as long as another employee's scheduled vacation period does not overlap.

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

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.

Jury duty and official Union functions shall not be charged to the choice vacation period.

ITEM H DETERMINATION OF THE MAXIMUM PERCENTAGE OF EMPLOYEES WHO SHALL RECEIVE 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. 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. Every possible consideration shall be given by management for annual leave in situations of personal emergency.
2. In the months of January through April, one (1) Mailhandler shall be granted annual leave. The sign-up for non-choice vacation periods shall commence on the 1<sup>st</sup> of September. Seniority shall prevail. After the sign-up all uncommitted weeks shall be on a first-come, first-serve basis. The procedure for sign-up will be determined at the January meeting.
3. Employees may submit applications for annual leave during other than the choice vacation period 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.

4. Employees who request short-term annual leave of less than (8) hour duration, shall submit their request to the immediate supervisor within the first workhour of their tour. Management shall render a decision, based on the employee's seniority and the prevailing workload, by the third workhour of the tour.

ITEM L WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

The overtime desired lists shall be posted quarterly by tours.

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 installation head shall show the greatest consideration for employees requiring light duty or other assignments, giving each request careful attention, and reassigning such employees to the extent possible in the office.

ITEM O THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY.

Such assignments shall consist of, but not limited to, such duties as hanging sacks, examining sacks, working the cullface operation or such other work which is within the capabilities of the employee 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.

Tour 1, Tour 2, and Tour 3 shall each constitute a section.

ITEM Q THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Employee parking will be on a first-come, first-serve basis in the areas designated for employee parking.

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.

Official Union functions shall not be charged to the choice vacation period.

ITEM S THOSE ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE FOLLOWING ARTICLES:

- ARTICLE 12, SECTION .3B5 (re-posting duty assignment)
- ARTICLE 12, SECTION .3C (place of posting)
- ARTICLE 12, SECTION .3E3e (temporary reassignment)
- ARTICLE 12, SECTION .4 (definition of a section)
- ARTICLE 12, SECTION .6C4a (identification of assignment)  
Refer to Item P
- ARTICLE 13, SECTION .3 (local implementation)  
Refer to Item M, Item N, and Item O

1. Any permanent change in a mailhandler's bid assignment shall be made in writing to the affected employee, with a copy to the Union, no less than seven (7) days prior to the change.
2. If it becomes necessary to temporarily assign a full-time regular mailhandler outside of his/her section, the method of selection shall be by juniority. The return to a section shall be by seniority. Stewards shall be the last out and first in.
3. A section shall be defined as a tour.
4. Temporary changes in a bid assignment shall be posted to the employee's work schedule by Tuesday of the week prior to the change. This change shall be made in writing to the affected employee by the same time.

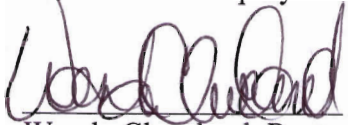
ITEM T LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTINGS.


1. Bulletin board space shall be provided.
2. Seniority lists shall be posted quarterly.
3. 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.



LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on October 9<sup>th</sup>, 2007, at Grand Forks, 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 **2006** National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

 Date 11/14/07  
Wanda Cleveland, Postmaster  
Grand Forks, ND

 Date 10/09/07  
Jeff Larsen, President  
Mail Handlers Local 323