



UNITED STATES POSTAL SERVICE
MANKATO AREA MAIL PROCESSING FACILITY
MANKATO, MN

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE

UNITED STATES POSTAL SERVICE

AND THE



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

LOCAL 323

OCTOBER 23, 2007 THROUGH THE LIFE OF THE 2006
NATIONAL AGREEMENT

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A. ADDITIONAL OR LONGER WASH-UP PERIODS

Mail handlers will be allowed four (4) minutes wash-up time before lunch and before end of tour. Additional wash-up time may be granted on an individual basis for those employees who come in contact with very dirty and/or possibly toxic materials.

B. GUIDELINES FOR THE CURTAILMENT OF TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

Postal Operations will not be curtailed or terminated unless the Installation Head or his designee determines that conditions so warrant. The orders of local authorities will be considered in determining the extent to which operations will be curtailed.

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 as determined by the Installation Head. The president of Local 323 and the Chief Steward will be advised as to any curtailment.

Whenever an explosive device has been discovered or a threat made against the facility, the facility will be completely evacuated until all safety measures have been taken by the proper authorities.

When a tornado warning has been issued, all personnel will be moved to the safest part of the building under the guidelines of tornado procedure.

In time of civil disorders and community disasters, employees will be accorded the opportunity to go home in case of disturbance in the area of their residence.

C. FORMULATION OF LOCAL LEAVE PROGRAM

1. The initial sign up for the choice vacation period will begin on February 15th and ending on March 1st of each calendar year.

a. The duplicate of Form 3971 will be returned no later than March 10.

b. Requests for leave in January through March 25 may be submitted as soon as possible (in increments of 40, 80 or 120 hours) and will be charged to the Choice Vacation period, and the employee will determine to which vacation bid (1st or 2nd choice) these requests will be applied. The Mail Handler must annotate PS Form 3971 with his/her choice of vacation bid when submitted.

c. Beginning on March 2 through March 15, mail handlers may submit additional choice vacation requests in increments of 40, 80, and 120 hours; secondly Mail Handlers may submit **Other Than CHOICE Vacation requests**. There shall be no limit to the number of applications. However, these applications must be in 8 hour increments. These applications will be approved based on seniority. By March 25, management will return these Form 3971 copies to the employees and update the calendars to show what dates are approved.

d. After March 25, the method for approving **other than CHOICE Vacation** annual leave will be on a "first-come, first-served" basis; EXCEPT-seniority prevails if multiple applications are received on the same date for the same future dates.

e. **Other than Choice periods**, applications will not be submitted prior to ten (10) days before the beginning of the leave year.

2. Mail handlers changing their assignments shall have their vacation periods honored on the new assignments.

3. No exchange will be permitted on vacation choices.

4. The employee retains the right to cancel his/her Choice Vacation period, but must do so in its entirety two (2) weeks before commencement of that leave. Employees failing to do this must take their leave as scheduled, EXCEPT in cases of emergency.

5. Choice vacation periods that become available due to cancellations will be posted on the bulletin boards in the section for a period of seven (7) days if possible. The senior mail handler bidding shall be granted this time.

6. All employees requesting **Other than CHOICE Vacation** seven (7) days or more in advance shall submit a Form 3971 in duplicate to the immediate supervisor. A decision will be given the employee within 48 hours.

7. Mail handlers who make a request for **Other Than CHOICE Vacation**, except emergency annual, at least two (2) days in advance shall receive a written decision not later than the end of the employee's tour providing Form 3971 is submitted within the first hour of the employee's scheduled tour. If Form 3971 is not submitted within the first hour of the tour, a written decision will be issued not later than the end of the employee's last tour of duty before the requested period.

8. Employees requesting **Other Than CHOICE Vacation** when at work shall submit a request to the immediate supervisor on Form 3971 within the first two (2) hours of the tour. Management shall render a decision, based on applicant's seniority, no later than the third (3rd) hour of the tour. In the event the employee's immediate supervisor does not inform the employee within the prescribed time limits, the employee will check with the supervisor to see if the leave request has been approved.

9. All mail handlers will be allowed to take up to eight (8) hours annual leave on his/her birthday, providing he/she turns in a Form 3971 no less than seven (7) days prior to the requested day. In the event annual leave has been maximized, an alternate date will be substituted.

10. The two (2) scheduled days off preceding and the two (2) scheduled days off following a regular scheduled vacation will be considered as part of the vacation period for full-time mail handlers with five (5) consecutive work days.

11. When a PTF mail handler is given Choice Vacation in increments of five (5) days, the two (2) days preceding and the two (2) days following the five (5) days will be considered as part of the vacation.

12. The percentages as listed in Item H shall also pertain to those times other than the choice vacation period EXCEPT the percentages in Item H shall not pertain to #8 and #9.

D. THE DURATION OF THE CHOICE VACATION PERIOD

The Duration of the choice vacation period will be from the first full week in the calendar year through the last full week in November, Excluding the month of December.

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

The beginning day of an employee's vacation period shall be the first day of the employee's work week.

Except for an emergency situation, employees scheduled for vacation will be exempt from mandatory overtime on the work day immediately before their vacation begins.

(3 days or more)

Except in an emergency situation, employees scheduled for vacation shall be exempt from mandatory overtime on their non scheduled days prior to and following their approved vacation weeks. (8 hours of A/L or more)

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

Each mail handler shall be granted two (2) selections during the initial choice vacation period, in consecutive five (5) day (40 hour) increments. On the first selection, an employee entitled to ten (10) or fifteen (15) days under the National Agreement may apply for their maximum allowable annual leave in consecutive weeks with seniority prevailing. If all the allowable annual leave, 10 or 15 days, is not taken on the first selection, the balance of the uncommitted time may be taken in a second selection provided it does not deprive another employee of his first selection. Mail handlers whose initial applications are denied because of the seniority rule will be allowed an additional five (5) calendar days to apply for leave. Additional five (5) day periods will be allowed until seniority is satisfied.

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 for Jury Duty, Military Duty, or who attends a National, State or Regional Convention during the Choice Vacation Period is eligible for another available period, provided this does not deprive any other employee of his first choice. Annual leave to attend Union Activities will not be counted as the individual's choice vacation period. Every consideration will be given by management to allow mail handlers leave to attend State and National Conventions and Union Seminars.

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

The maximum number of mail handlers who shall receive annual leave each week during the choice vacation period shall not exceed ten (10) percent of the total of each tour's complement, except during June, July, and August, fifteen (15) percent of the total of each tour's complement shall be allowed annual leave providing no more than two (2) employees are granted annual leave per tour. Any fraction of **.5 and higher** will be rounded to the next higher number with the exception of Tour 2 where one (1) Mail Handler will be granted leave during the Calendar Year with the exception of the month of December.

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

A copy of the duplicate Form 3971 shall be used as Official notice to each employee of his/her approved vacation schedule.

Management will post the leave schedule in calendar form accessible to the employees on the workroom floor. The schedule will be updated as additional leaves are approved.

Management will also keep a copy of the leave schedule in a secure location.

J. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW YEAR

Management will post on the official bulletin board, no later than November 1 of each year, the beginning of the new leave year.

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

Those employees who desire to apply for leave (**Other Than Choice Vacation**) during the Choice Vacation period may submit as many requests as he/she has to his/her credit or will have at that time.

Requests for vacant leave (**Other than choice vacation**), in **less than eight (8) hour increments**, will be submitted no earlier than seven (7) days in advance of the request. Employees will be notified of approval or disapproval within 48 hours of the Supervisors receipt. Any leave approved for less than eight (8) hours will not be counted against the percentage for that Tour.

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

Overtime Desired Lists shall be by tour as follows:

Tour 1 - 2001 to 0400

Tour 2 - 0401 to 1200

Tour 3 - 1201 to 2000

Overtime may be required in whole hours or portions of whole hours depending on the needs determined by the employer. Normally, there will be a one hour advance notice provided to the employees(s) that overtime will be required, but they may receive less notice if an emergency situation is found to exist. Emergency is defined as:

Any unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

Overtime that exceeds one hour does not require an additional one-hour advance notice to the employee.

M. THE NUMBER OF LIGHT DUTY ASSIGNMENTS 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

The U.S. Postal Service and the Union recognize their responsibility to aid and assist full-time regular or part-time flexible 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 within their respective work schedules.

1. The assignments will be determined by mutual agreement between Union and Management on an individual basis to ensure no regularly assigned member of the regular workforce will be adversely affected.

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

Virtually any work can be utilized as Light Duty assignments, dependent upon employee's limitations.

1. Light duty assignments will not be restricted to the mail handler craft. Mail handlers on light duty may be assigned to any job in the post office commensurate with the limitations of the particular disability in an effort to achieve eight (8) hours of work. These assigned duties shall be determined by mutual agreement between union and management on a case by case basis.

P. THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION, EMPLOYEES EXCESSED TO THE NEED OF THE SECTION.

When it is proposed to reassign within an installation, employees excess to the needs of a section, the sections shall be by work area and tour.

Q. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Management wilt continue to provide parking facilities as heretofore, bearing in mind the needs of the employees, on a first come, first served basis on space available and not occupied by postal vehicles. Should this situation change with an adverse effect on the employee parking area, management will consult with the Union before making change.

Management will provide one parking space to be assigned to the designated agent of the mail handler union.

Upon reasonable notification, management will attempt to provide a parking place for the President while on official Union business.

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 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 FOLLOWING ARTICLES

1. Article 12.3B5

a. Refer to Article 12.3B7

2. Article 12.3C

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

b. A copy of all posted notices affecting the mail handler craft shall be sent to the President, Local 323, 1602 Selby Ave. , Suite 5, St. Paul, MN 55104 and also to the local chief steward.

c. The Union shall be notified of all vacant, changed, reverted and newly established craft positions and shall have an opportunity to review the rough draft prior to posting.

3. Article **12.3E3e**

a. The order of movement of full-time regular mail handlers shall be by juniority when moved out and will be by seniority when returned.

4. Article **12.4**

a. There shall be two (2) sections. These sections will be defined as follows:

(1) Dock Employees who primarily work on platform operations (210-239)

(2) Inside All remaining work within the installation

5. Article **12.6C4a**

a. Refer to Item P.

6. Article **13.3**

a. Refer to Items M, N, and O.

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

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

2. If it becomes necessary to assign a full-time regular mail handler outside his/her section, the method of selection shall be by juniority. The return back shall be by seniority.

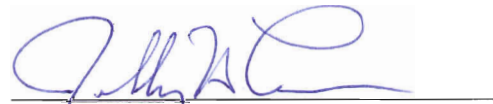
LOCAL MEMORANDUM OF UNDERSTANDING

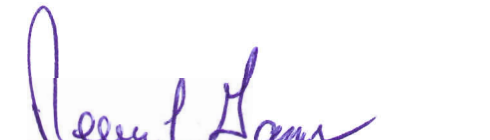
This Memorandum of Understanding is entered into on October 23, 2007, at Mankato, MN, between the representatives of the United States Postal Service, and the designated agent(s) of the National Postal Mail Handlers Union, Local 323, a Division of the Laborers' International Union of North America, AFL-CIO, pursuant to Article 30 of the 2006 National Agreement. This Memorandum of Understanding including attachments constitutes the entire agreement on matters of employment.

FOR THE EMPLOYER:


FOR THE UNION:


Theresa Hartenstein
Postmaster


Jeff Larsen
President, Local 323


Dennis Garms
Acting Plant Mgr/Chief Negotiator


Craig R. Bougie
Chief Negotiator


Peter Hagert
Negotiator


Sean Kelly
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