



**LOCAL MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

UNITED STATES POSTAL SERVICE
MINNEAPOLIS, MINNESOTA

AND

MINNEAPOLIS BRANCH - LOCAL 323
NATIONAL POSTAL MAIL HANDLERS UNION
DIVISION OF LIUNA - AFL-CIO
MINNEAPOLIS, MINNESOTA

2011-2016



TABLE OF CONTENTS

Item	Description	Page
A	Wash-up periods	1
B	Guidelines for Curtailment of Operations	1
C	Formulation of Local Leave Program	1
D	Duration of the Choice Vacation Period	3
E	Beginning Day of Employee Vacation Period	3
F	Choice Vacation Selections	3
G	Jury Duty and Attendance at Conventions	3
H	Maximum Percentage to Receive Vacation Leave	3
I	Notice of Approved Vacation Schedule	4
J	Notice of New Leave Year	4
K	Annual Leave Procedure Outside Choice Period	4
L	Overtime Desired List Definition	4
M	Number of Light Duty Assignments	5
N	Method of Reserving Light Duty Assignments	6
O	Identification of Light Duty Assignments	6
P	Definition of Sections for Excessing Purposes	6
Q	Assignment of Employee Parking Spaces	6
R	Annual Leave for Union Activities	7
S	Other Negotiable Items	
	1. Article 12, Section 3B5 Reposting Due to Changes	7
	2. Article 12, Section 3C Place of Posting Bids	7
	3. Article 12, Section 3E3e Movement Outside Bid Assignment	7
	4. Article 12, Section 4 Section Definition	7
	5. Article 12, Section 6C4a Section Definition for Excessing	8
	6. Article 13, Section 3 Light Duty	8
T	Seniority, Reassignments, and Posting	8
	Appendix	9
	Signature Page	10
	Letter of Intent - MHA Vacation Selection	11
	Questions and Answers	12

Item A	Additional or longer wash-up periods
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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 **2011** National Agreement. Additional wash-up time may only be authorized by a supervisor. 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
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1. In times of civil disorders, bomb threats, 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 conform to 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 their pay locations for instructions.

Item C	Formulation of local leave program
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1. The same method of vacation leave bidding shall be used in all sections and units. A calendar chart and seniority list shall be utilized. 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 **Saturday of the second full week in** February. The times and dates for each subsequent round of bidding will be determined at the January Vacation Planning Meeting and printed on vacation sign-up list.
3. On each round, the procedure for submitting applications for annual leave during the choice vacation period shall be as follows:
 - a. In each section and unit, 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.
 - b. Employees entitled to fifteen (15) days of annual leave may select fifteen (15) continuous days on any one round, when continuous vacation weeks are available and the total number of days of annual leave selected does not exceed fifteen (15) during the choice vacation period.

4. Mail Handlers changing their assignments by bid shall have their vacation periods honored on the new assignment.
5. Requests for a change in the basic work week to permit employees to combine off-days with annual leave selected under the choice vacation plan must be requested by the employee and may be approved provided the following conditions are met:
 - a. The request is made to the employee's immediate supervisor on PS Form 3189 and is signed by the employee and the Shop Steward;
 - b. Service needs permit the change.
6. Employees who request to cancel one or more weeks of their choice vacation selection must do so at least two (2) weeks prior to the beginning date of the leave by notifying their immediate supervisor. Employees failing to cancel their choice vacation selections at least two (2) weeks prior to the beginning date of the leave must take their choice vacation selections as scheduled. Exceptions may be made by the immediate supervisor in cases of emergency.

Canceled choice vacation selections shall be posted within twenty-four (24) supervisory working hours from the time an employee notifies his/her immediate supervisor of a prime time vacation bid cancellation.
7. Military leave shall not be charged to the choice vacation period.
8. After the choice vacation bidding is completed and vacant weeks still exist on the vacation sign-up list, employees who have uncommitted annual leave may request whole weeks from the available choice vacation period by submitting a completed PS Form 3971 to his/her immediate supervisor.
9. Employees will be granted leave to make arrangements for or attend the funeral of defined family members as outlined in the Memorandum of Understanding on Bereavement Leave.
10. In case of an employee's death, Management will grant, depending on service conditions, annual leave or leave without pay to the employees within that section to attend the funeral.
11. Due consideration will be given to all requests for annual leave, including those for special events (i.e., birthdays, weddings, wedding anniversaries, religious events, etc.) provided it does not deprive a mail handler of previously approved leave within the unit, and subject to the needs of the service.
12. When possible, requests for leave to conduct official Union business made by Officers and Stewards of Minneapolis Branch, Local #323, NPMHU-LIUNA, will be granted provided that a request for leave has been submitted by the employee as soon as practicable.
13. No later than the first (November 1) of each November, a general notice will be published and posted advising all employees of the risk of losing an over accumulation of annual leave.

Item D The duration of the choice vacation period

The duration of the choice vacation period shall be 21 consecutive weeks starting the second full week in May, plus one week beginning with the opening of deer hunting, and one week which includes the Thanksgiving Holiday.

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

An employee's vacation period shall begin 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.

Item F Whether employees at their option may request three selections during the choice vacation period, in units of either 5 or 10 days

Employees at their option may request **three (3)** 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 leave each week during the choice vacation period

1. A section for vacation selection purposes will be defined by pay location, tour and number of employees in the section at the January Vacation Planning Meeting.
2. The percentage of employees who shall receive leave each week in a section during the choice vacation period shall be as follows:
 - a. 11 percent for choice vacation periods beginning in May and September.
 - b. 16 percent for choice vacation periods beginning in June, July and August.
 - c. 16 percent for a choice vacation period that contains one of the holidays identified in Article 11 of the National Agreement and for the week beginning with the opening of deer hunting.
3. In calculating the number of employees to be granted vacation leave in each section, fractions greater than or equal to 0.5 shall be rounded up to the next whole number. In those sections where the percentage as applied computes to less than one (1), one employee shall receive leave each week during 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 promptly.

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, publicize on bulletin boards and through notice in the "Information Bulletin" 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

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 approval or disapproval of 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 in Article 8 shall be by section and/or tour

1. Overtime Desired Lists shall be by section within a tour, and tour.
2. The Overtime Desired List will further be divided into the following categories:
 - a. Full-time regular employees desiring to work overtime only on a regularly scheduled workday;
 - i) **Begin Tour**
 - ii) **End Tour**
 - iii) **both Begin Tour and End Tour**
 - b. Full-time regular employees desiring to work overtime only on a non-scheduled day;
 - c. Full-time regular employees desiring to work overtime on either a regularly scheduled workday or a non-scheduled day.
3. For purposes of administering the Overtime Desired List (OTDL):
 - a. Full-time regular employees who sign only the regularly scheduled workday list may be required to work up to twelve (12) hours in a service day and will have no status as an OTDL employee for overtime opportunities on non-scheduled days;

- b. Full-time regular employees who sign only the non-scheduled day list may be required to work up to seven (7) days in a service week and will have no status as an OTDL employee for overtime opportunities on a scheduled workday;
 - c. Full-time regular employees who sign both the regularly scheduled workday and non-scheduled day lists may be required to work up to twelve (12) hours in a service day and seven (7) days in a service week and will have no status as an OTDL employee for overtime opportunities outside of their own tour.
4. Overtime may be required in whole hours or units of an hour depending on the needs determined by the Employer. When possible, there will be one (1) hour advance notice that employees will be required to work overtime. There is no minimum guaranteed period of overtime and overtime that exceeds one (1) hour shall not require an additional one (1) hour notice to the employee.
5. Overtime Desired Lists
- a. Full-time employees who are not available to sign the Overtime Desired List because they are absent during the signing period may be added to the Overtime Desired List if requested by the employee within seven (7) calendar days of return to duty.
 - b. Full-time employees who voluntarily bid, or are involuntarily assigned into a job with different hours and/or off days, may be added to the Overtime Desired List in the new section if requested by the employee within seven (7) 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 Overtime Desired List must provide written notice to their immediate supervisor. Employees who remove their names from the OTDL may not return their names to the OTDL during that quarter. Additionally, employees who remove their names from the Overtime Desired List during the quarter will not have their names automatically added to the Overtime Desired List for the next quarter. These employees must sign the Overtime Desired List two weeks prior to the start of the next calendar quarter.

Item M	The number of light duty assignments to be reserved for temporary or permanent light duty assignment
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The number of assignments that may be reserved for temporary light duty for off-the-job injured employees are not specifically enumerated, but 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 the employee(s) ability to productively perform the duties involved so that excessive hours are not used in the operation.

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

1. 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 ability to perform the duties involved, will to the fullest extent possible, modify the employee's assignment to accommodate the employee's light duty request. When it is impracticable to modify the employee's assignment to accommodate the properly submitted light duty request, light duty assignments will be within the employee's own craft and/or occupational group to the extent possible. If an employee requesting light duty is assigned to a different craft and/or occupational group, Management will promptly notify the Union.

2. Light duty assignments in the Mail Handler Craft will be an appropriate subject for discussion at the local Labor-Management Committee Meetings. Additionally, light duty assignments in the Mail Handler Craft may be established after consultation with the union.

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 pay location and tour.

Item Q The assignment of employee parking spaces

1. Subject to changes in space requirements, after official needs have been satisfied, the Minneapolis Installation Head will designate those remaining spaces available for employee parking at the Main Post Office and stations, branches and associated facilities, as well as the method by which employee parking assignments will be made.

2. Management will determine the method by which employees access to parking will be administered such as issuing ramp access badges, decals or other means, as well as the charges, thereof, to be assessed in establishing ramp access.
 - a. An appropriate number of parking spaces shall be designated to accommodate car pools registered with the appropriate State agency that included at least two Minneapolis Post Office employees.

 - b. Prior to effecting changes in the method of making employee parking ramp assignments, including the addition and/or reduction of employee parking

spaces, Management will advise the Unions of such changes.

3. For purposes of determining parking eligibility, seniority will be those dates computed to be continuous Minneapolis installation service. Employees involuntarily reassigned to the Minneapolis Installation will receive credit for continuous service within their former installation.
4. The employer shall be responsible for maintenance of records and parking rules and regulations. Violations of regulations and safety practices will result in suspension or revocation of the employee's parking assignment. Parking rules and regulations will be a proper subject for discussion at local Labor-Management Committee Meetings.
5. To maximize use of the available stalls, the Installation Head will make every effort to correlate tours of duty, and will consider stall availability when making crew schedule changes.

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 choice vacation plan
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Refer to Article 24 of the **2011** National Agreement.

Item S	Those other items which are subject to local negotiations as provided in the following Articles
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1. Article 12, Section 3 B 5
 - a. A 50 percent change in duties (actual duties performed) shall cause the duty assignment to be reposted.
 - b. 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.
2. Article 12 Section 3 C
Posting and bidding for preferred duty assignments shall be installation wide.
3. 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, any full-time regular Mail Handler may volunteer to go first. If additional full-time regular Mail Handlers need to be temporarily reassigned outside his/her bid assignment area, the method of selection shall be by juniority to the extent possible. The return back to the bid assignment area shall be by seniority to the extent possible. Stewards shall be the last out and the first in.
4. Article 12 Section 4
A section will be defined as a pay location and tour.

5. Article 12 Section 6 C 4 a

Refer to Item P.

6. 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
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Refer to the **2011** National Agreement.

APPENDIX A: POSTING AND BIDDING

1. Vacant craft duty assignments will be posted for bid in accordance with Article 12.3 of the National Agreement.
2. In determining the senior qualified bidder, the Union and the Installation Head agree to the principle that "lack of opportunity shall not be considered as a lack of ability."
3. The Union shall have the responsibility and opportunity to prepare and distribute employee seniority rosters to all regular and flexible employees not less than once each two years.
4. A separate seniority roster shall be maintained and posted within each section and with employees listed according to seniority.

APPENDIX B: SAFETY AND HEALTH

1. An up-to-date list of qualified first aid people must be posted and maintained in each section.
2. Management shall make every effort to have qualified first aid people on all tours.
3. The names of authorized doctors, medical facilities and emergency telephone numbers where an employee can report in the event of an accident, injury or dog bite shall be posted in a prominent place in all stations, branches and sections of the Main Post Office.

APPENDIX C: UNION-MANAGEMENT COOPERATION

1. Currently, employees who wish to inspect their Official Personnel Folder (OPF) must notify their supervisor who will arrange with Labor Relations a specific time for the employee to view their OPF during their tour of duty. The parties acknowledge that the Postal Service plans to convert all paper OPF's to an electronic format (eOPF). Conversion to eOPF will alter the procedures for an employee to inspect their OPF.
2. Charts indicating basic work weeks by each section will be furnished the Union upon request, but no more than four (4) times a year.

APPENDIX D: LABOR-MANAGEMENT MEETINGS

1. As representative of a craft signatory to the National Agreement, the Minneapolis Branch, Local #323, NPMHU-LIUNA will be allowed one member to be on a duty status at the regularly scheduled Labor-Management Meeting.
2. Labor-Management Meetings will be scheduled as outlined in Article 38.2 of the USPS-NPMHU National Agreement.



**United States Postal Service - National Postal Mail Handlers Union
Minneapolis Post Office**

Memorandum of Understanding

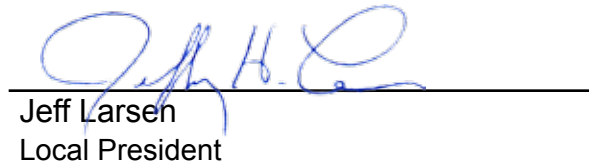
This Memorandum of Understanding is entered into pursuant to the terms of Article 30 of the 2011 National Agreement and constitutes the entire Agreement between the United States Postal Service and the Minneapolis Branch of Local Number 323 of the National Postal Mail Handlers Union Division of LIUNA, AFL-CIO, at Minneapolis, Minnesota.

**United States Postal Service
Minneapolis, Minnesota**

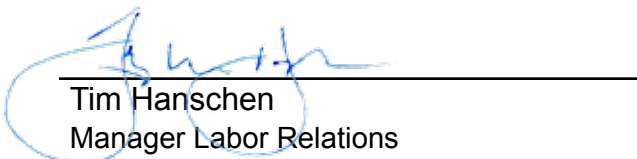
**National Postal Mail Handlers
Union - Local 323**



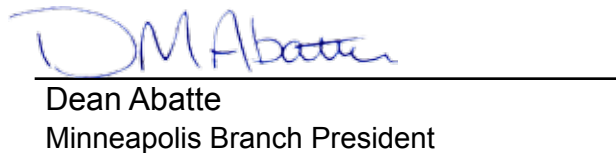
Greg Drazkowski
A/Senior Plant Manager



Jeff Larsen
Local President



Tim Hanschen
Manager Labor Relations



Dean Abatte
Minneapolis Branch President

Letter of Intent

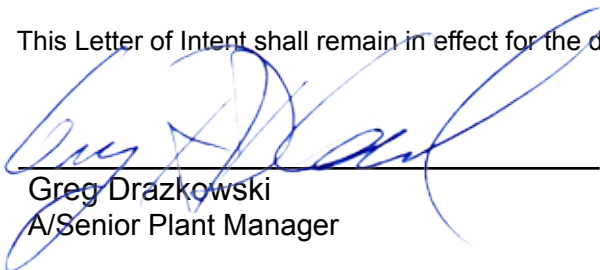
Re: The Scheduling of Annual Leave by Mail Handler Assistants (MHAs) During the Choice Vacation Period.

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.

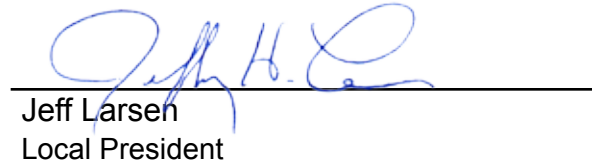
Following the completion of each years choice vacation bidding procedures, MHAs may submit for choice vacation weeks which remain available in the section were they normally work. The following provisions will govern approval:

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.
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 due to an insufficient leave balance, the resulting open week will be available to other employees.

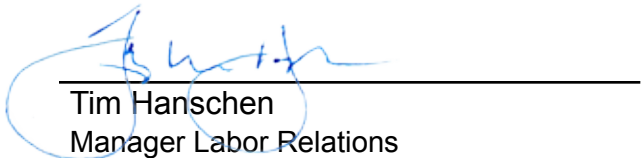
This Letter of Intent shall remain in effect for the duration of the 2011 National Agreement.



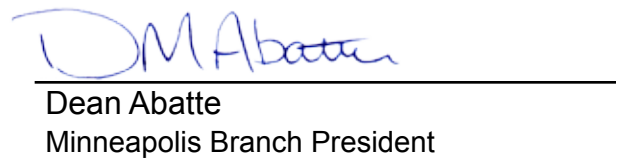
Greg Drazkowski
A/Senior Plant Manager



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Tim Hanschen
Manager Labor Relations



Dean Abatte
Minneapolis Branch President

Questions and Answers
2011-2016 Local Memorandum of Understanding
Minneapolis Branch – Local 323

The following Questions & Answers (Q&A) are a collection of jointly agreed upon questions and answers relating to several items included in the Local Memorandum of Understanding (LMOU). The intent of the Q&A document is to make this information available to union and management personnel for use in applying the language and settling grievances at the lowest possible level. Although these questions and answers are not a part of the 2006 LMOU itself, and are not a substitute for the negotiated LMOU itself, these questions and answers are printed here for ease of reference. The parties agree that these questions and answers do not give rise to any contractual commitment beyond the provisions of the 2011-2016 LMOU.

Item F	Whether employees at their option may request three selections during the choice vacation period, in units of either 5 or 10 days
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- Q. What changed and why?
- A. Previously Mail Handlers were allowed 2 selections during the three rounds of prime vacation bidding of either 5 or 10 days not to exceed 15 days total. The change was made to allow three selections of 5 days during the prime vacation period. Mail Handlers are allowed to select vacation weeks of 5, 10 or 15 consecutive days. Once a total of 15 days has been selected, the Mail Handler may no longer bid on any subsequent rounds. Only one selection per round is allowed.
- Q. Can I select 15 days of vacation in any round?
- A. Yes, but the weeks must run concurrent.
- Q. Can I take more than 15 days of vacation during the prime vacation period?
- A. After all three rounds of prime vacation bidding are completed; Mail Handlers may submit requests for annual leave and be approved for any remaining open slots provided they have sufficient leave.

Item L	Whether Overtime Desired Lists in Article 8 shall be by section and/or tour
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- Q. How did Item L change?
- A. Mail Handlers will now be offered an opportunity to define the overtime they desire to work when on the same day overtime desired list. Same day overtime is broke out into two categories; Begin Tour and End Tour. You may opt for one of the categories individually or both. Each list has its own separate rotation.
- Q. If I am on both lists and am asked to report for 2 hours of begin tour overtime, am I still eligible for end tour overtime?
- A. Yes, it is a separate call. You are eligible for overtime provided it is your turn per the end tour rotation. Each list has a rotation separate from each other.

Example:

	Seniority Date	Begin Tour	End Tour	Both
Maria	1/1/1990			Yes
Giovanni	1/1/1992	No	Yes	
Aldo	1/1/1993			Yes

Maria is asked to report for 2 hours of begin tour overtime. At the end of her regular shift, Management determines the need for 2 people to work 2 hours of end tour overtime. Giovanni ends tour at the same time. Management calls overtime on Maria as senior in the end tour rotation and then Giovanni even though Maria had already worked begin tour overtime. The end tour overtime call does not affect the begin tour rotation between Maria and Aldo. Aldo would be next in the begin tour rotation.

- Q. What if I worked 4 hours of begin tour overtime, am I still eligible for end tour overtime if I'm on both lists?
- A. Mail Handlers may volunteer to work beyond twelve (12) hours in a day. Scheduling of overtime beyond 12 hours should be administered in keeping with the seniority principles of Section 8.5C and in a non-discriminatory manner. A volunteer who works beyond 12 hours is not considered to have exercised another opportunity within the OTDL rotation.