



LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE
ST CLOUD, MINNESOTA
PROCESSING & DISTRIBUTION FACILITY

AND



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

LOCAL 323
St Cloud, Minnesota 2006 – 2011
National Agreement

Item A: **Additional or longer wash-up periods**

The immediate Supervisor shall grant reasonable wash-up time prior to lunch and prior to end of tour. Additional wash-up time shall be granted on an as needed basis.

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, bomb threats, or acts of God involving community disasters such as fire, floods, 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 the 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**

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 times and dates for the first round of bidding will be determined at the November vacation-planning meeting and printed on vacation sign up lists. The bidding will begin after the vacation planning meeting and must be completed by December 31st.

3. On each round, the procedure for signing for annual leave during the choice vacation period shall be as follows: Employees shall sign a vacation sign up list by seniority indicating their vacation choice. During the signing periods, no employee shall take more than 72 hours to make a selection without forfeiting his/her choice.

4. Mail Handlers changing their assignments by bid to another unit or tour shall have their vacation periods honored on the new assignment.

5. The employee retains the right to cancel his or her scheduled vacation. It shall be the employees' responsibility to do so as early as possible. Canceled choice vacation selections shall be posted for bid for the employees in the section and awarded on the basis of seniority.

6. Military leave shall not be charged to the choice vacation period.

7. When possible, requests for leave to conduct official Union business made by Officers and Stewards of the St Cloud Branch, Local 323, NPMHU LIUNA, will be granted provided that a request for leave has been submitted by the employee as soon as practicable.

8. No later than November 1st of each year, a general notice will be published advising all employees of the risk of losing an over accumulation of annual leave.

Item D: **Duration of Choice Vacation Period**

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

Item E: **The Determination of the Beginning Day of an Employee's Vacation Period**

1. The beginning day of a Mail Handler vacation will be 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* in conjunction with their non-scheduled days prior to and following their approved vacation weeks and on the work day immediately before their vacation begins.

3. Employees who are granted a minimum of eight (8) hours annual leave in conjunction with their scheduled days off, can not be forced to work mandatory overtime on the work day immediately preceding the said three (3) days or more off. To exclude Holiday weeks.

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

All employees shall be granted two (2) selections, in order of seniority as their first choice during the choice vacation period in accordance with the maximum days allowed by the National Agreement, Article 10.3.

Item G: **Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period**

An employee who is called to jury duty or who is an elected delegate or alternate and attends a National or State Convention during his/her choice vacation period is eligible for another available period, provided this does not deprive any other employee of his/her first choice for scheduled vacation.

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

The maximum number of employees who shall receive *leave* each week shall be in accordance With the following:

The maximum number of employees who shall receive annual leave each week during the choice vacation period shall be fourteen percent (14%) of each tour. Fraction of .5 or greater will be rounded up. Fractions less than .5 will be rounded down except when less than 1, then one will be used.

Item I: The issuance of official notices to each employee of the vacation schedule approved for such employee

All Mail Handlers will receive official written notice of their approved vacation. The official sign up list will be considered official notice and be posted on the bulletin board through the vacation period.

Item J: Determination of the date and means of notifying employees of the beginning of the new leave year

The employer shall immediately after the November vacation planning meeting 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 choice vacation period

1. Employees requesting leave outside of prime time will submit a PS Form 3971 in duplicate to their immediate Supervisor. The Supervisor will note the receipt date in the appropriate section and return a copy to the employee. Available leave will be granted on a first come first serve basis with ties broken by seniority.

2. For requests submitted 7 days or more before the requested date the immediate Supervisor will provide a decision of approval or disapproval as soon as practical, but no later than the Tuesday of the week preceding the requested date.

3. For requests submitted less, than 7 days before the requested date, the immediate Supervisor will provide a decision of approval or disapproval as soon as practical, but no later than 4 hours before the end of tour, of the last scheduled work day, before the requested date. This is not to preclude the option of submitting a PS Form 3971 before end of tour.

4. Open season for non-prime time annual leave will begin the first full week in the calendar year and will be granted by seniority .

Item L: Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour

The overtime desired lists shall be by Tour.

Normally, employee's will be given a minimum of one (1) hour notice before the regularly scheduled end of tour.

Item M: The number of light duty assignments to be reserved for temporary or permanent light duty assignment

The number of assignments that may be reserved for temporary light duty for off the job injured employees will be determined by past experience and sound business practices, but shall not be less than one per Tour. 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 Further dissemination

on fight duty to be referred to Article 13 of the Mail handlers National Agreement. Additional light duty assignments may be considered by mutual agreement of Management and the Union.

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

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 shall be as follows.

When assignments are to be reserved for light duty In the Mail Handler Craft, the installation head or his/her designee shall consult with the Union so that no regularly assigned regular of the regular work force will be adversely affected.

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

1. Consideration will be given to temporary light duty assignments subject to sound business practices as needs of service permits.

2. Mail Handlers on temporary light duty will be assigned to the following when workload warrants it at the discretion of management.

A. Culling Belt

B. 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 an individual basis.

Item P: The identification of assignments comprising a section, when it is proposed to reassign within an installation, employees excess to the needs of the section

When it is proposed to reassign, within an installation employees excessed to the needs of a section, two (2) sections on each tour will exist for this office, Platform Operations and Workroom floor Operations.

Any additional sections, agreed upon by the parties, which are established after the signing of this agreement, shall be incorporated in the local memorandum.

Item Q: The Assignment of Employee Parking Spaces

Parking for the designated agent of the Mail Handlers Union will be in accordance with provisions of Article 20, Section 4. A & B of the National Agreement.

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

Refer to Article 24.2 of the 2006 National Agreement.

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

Article 12, Section 3 B 5.

1. A 50% change in duties (actual duties performed) shall cause the duty assignment to be reposted.

2. Article 12, Section 3 E 3 e.

When it is necessary to temporarily reassign a full time regular Mail Handler outside his or her bid assignment area.

A. The senior Mail Handler may volunteer to go first.

B. The method of selection will be by juniority.

C. The return back to the bid assignment area will be by seniority.

D. The stewards will be the last out and the first in.

3. Article 12, Section 4.

A section will be defined by tour and the work location. Two sections on each tour will exist for this office. Platform Operations and Workroom Floor Operations.

For purposes of administration, tours will be defined as follows:

Tour 1 – All start times between the hours of 2006 and 0405

Tour 2 – All start times between the hours of 0406 and 1205

Tour 3 – All start times between the hours of 1206 and 2005

4. 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 reposting

It is understood that a copy of all notices affecting the Mail Handler craft will continue to be sent to the General President of Local 323 at the address on file. It is also understood that copies of the above referenced notices will be supplied to the Chief Steward at the Saint Cloud Post Office Facility. Additionally, the Service will continue to provide notification of all vacant, changed, reverted, or newly established positions. For all other provisions regarding this item, the parties agree to refer to the National Agreement and all applicable rules and regulations.

The Union will be provided an update seniority roster on a quarterly basis. All vacancies and awards notifications shall be posted on all Official Bulletin Boards.

This Memorandum of Understanding is entered into on October 18, 2007 at the St Cloud Processing and Distribution Facility, Waite Park, Minnesota, 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 Laborer's International Union of North America, AFL-CIO, pursuant to Article 30 of the 2006 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

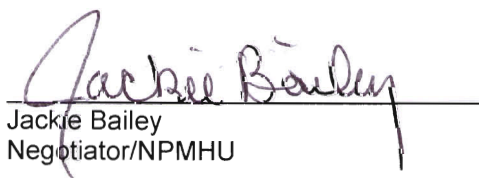
FOR THE EMPLOYER:



Roy T Reynolds
Postmaster

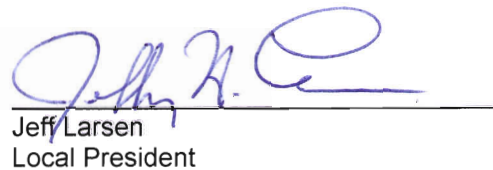


Phil Konkel
Plant Mgr/Chief Negotiator

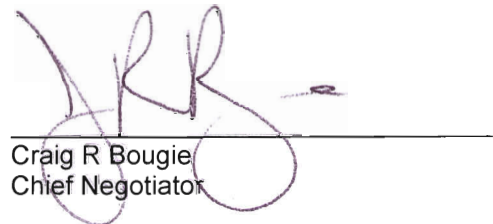


Jackie Bailey
Negotiator/NPMHU

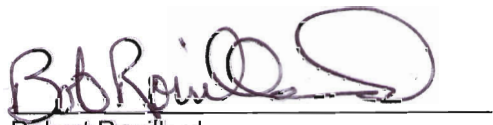
FOR THE UNION:



Jeff Larsen
Local President



Craig R Bougie
Chief Negotiator



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