

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE
ST. PAUL P&DC AND TWIN CITIES L&DC
EAGAN, MN



AND



ST. PAUL BRANCH - LOCAL 323
NATIONAL POSTAL MAIL HANDLERS UNION
DIVISION OF LIUNA — AFL - CIO

NEGOTIATED UNDER THE TERMS
OF THE 2019 NATIONAL AGREEMENT

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ARTICLE 32.2

LOCAL IMPLEMENTATION

ITEM A: Additional or longer wash-up periods.

Mail Handlers shall be granted five (5) minutes wash up prior to their lunch and at the end of their tour. Additional wash up time may be granted on an individual basis to those employees performing extremely dirty work and when working with toxic materials when authorized by a supervisor, subject to Article 8, Section 8.9 of the National Agreement.

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 situations.

1. When the Employer determines that an emergency exists, he/she shall immediately contact the Branch President or Chief Shop Steward for an exchange of information. If neither of the above-mentioned representatives is available, contact shall be made with a steward on the appropriate tour.
2. Community disasters such as fire, floods, or storms must be general rather than personal in scope, and must prevent groups of employees from working or reporting for work. The Installation Head/Designee will render the final judgment to curtail Postal Operations because of emergency conditions. Employees on annual leave, sick leave, or LWOP remain in such status. They are not entitled to emergency leave.
3. Bomb threats, fire and other situations which threaten life or injury to a Postal employee shall demand immediate response by Management to afford postal employees affected, all possible consideration for their safety and well-being.

ITEM C: Formulation of local leave program.

1. Choice Vacation Scheduling

A. A vacation planning meeting will be held between the installation head or designee and the Union as soon after January 1st as practical.

B. The same method of choice vacation scheduling shall be used in all sections. A calendar and seniority list shall be utilized. Each employee shall be responsible for planning their vacation.

C. There shall be three (3) rounds of choice vacation bidding. Each round will be three (3) weeks in duration and the first round shall begin no later than the second Saturday in February. Management will provide each employee in the section with form PS 1547. Each employee may make one selection of either five (5) days or ten (10) days. A vacation selection must be for consecutive weeks. Vacation selections will be granted by seniority and posted on the calendar following each round.

D. There is no automatic entitlement to LWOP if the employee does not have sufficient

annual leave to cover their choice vacation selection.

- E. After the choice vacation bidding is completed, employees who have uncommitted annual leave may request vacant whole weeks available on the choice vacation calendar of their section. This will be done by submitting a PS Form 3971 to their immediate supervisor. Such requests will be handled consistent with Article 10.5, Section C, of the National Agreement.**
- F. Employees may cancel one or more week(s) of their choice vacation selection two (2) weeks prior by notifying their immediate supervisor. Exceptions to the two (2) week requirement may be granted by the agreement of management and the Union.**
- G. Any canceled choice vacation selection will be posted in that section within seven (7) days.**
- H. The choice vacation selection(s) of an employee who successfully bids a duty assignment, is involuntarily assigned a duty assignment, or is involuntarily reassigned outside of the section, shall be honored. This does not create a vacant selection in the losing section or a reduction in the available selections in the gaining section.**
- I. Vacation selections and scheduling.**
 - 1. Employees with vacation selections which includes their holiday or day designated as their holiday will not be forced to work during that holiday schedule.**
 - 2. Employees will not be forced to work the non-scheduled day(s) adjacent to their vacation selections.**
- J. Scheduling of annual leave by Mail Handler Assistants (MHAs) 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. After the choice vacation bidding is completed, an MHA may request vacant whole weeks available on the choice vacation calendar of the section where they normally work. This will be done by submitting a PS Form 3971 to their immediate supervisor. An MHA must have a leave balance of at least forty (40) hours in order for leave to be granted. Leave requests will be handled consistent with Article 10.5, Section C, of the National Agreement.**
 - 3. In the event an MHA cancels their leave request or if an MHA has their request canceled due to an insufficient leave balance, the vacation selection will be available to other employees.**

2. Requests for Annual Leave for other than Choice Vacation.
 - A. Applications for annual leave shall be made in duplicate on PS Form 3971.
 - B. The “daily quota” shall apply. The percentages for the daily quota will be approved in conjunction with the percentages listed in Item H1 and be calculated by the total number of career employees scheduled to work in that section, as defined in Item S4 on that day.
 - C. Fractions of .5 or greater will be rounded to the next higher whole number. Fractions less than .5 will be rounded to the lower whole number except when less than 1, then 1 will be used.
 - D. Requests for full tour annual leave submitted directly to the employee’s supervisor more than 30 days in advance of the requested day(s) shall be approved by seniority and acted upon no later than 30 days in advance of the day(s) requested. Requests for full tour annual leave submitted directly to the employee’s supervisor less than 30 days in advance of the requested day(s) shall be granted on a first come first serve basis. These requests will be approved within the daily quota.
 - E. Short Term Annual Leave requests of less than eight (8) hours submitted directly to the employee’s supervisor no less than one (1) hour prior to the employee’s end tour preceding the day requested, will be approved within the daily quota, on a first come first serve basis, whether in person or by phone. These requests will only be approved on the day preceding the day requested or the employees last scheduled workday preceding the day requested.
 - F. If Management determines after disapproval that the employee(s) can be allowed to leave, the employee(s) who had originally requested the leave shall be granted the leave prior to any other employee who requests the annual leave.
 - G. Leave requests beyond the percentages shall be at Management’s discretion.
 - H. An employee who has approved annual leave for at least eight (8) hours on each side of their scheduled day(s) off will not be forced to work on their nonscheduled day(s).**
 - I. An employee who has approved annual leave for at least (8) hours on each side of the holiday will not be forced to work the holiday.**
3. A calendar used exclusively for Mail Handlers shall be used in each section with the current months posted for view so that the employees of that section can determine the availability of the vacant leave slots.
4. When possible, request for leave to conduct official Union business reasonably submitted by Officers and Stewards of the St. Paul Branch, Local 323, NPMHU-LIUNA, will be granted provided that a request for leave has been submitted by the employee as soon as practical.

ITEM D: The duration of the choice vacation period.

1. The duration of the choice vacation period shall be from the first Saturday in January through the month of November.

ITEM E: The determination of the beginning day of an employee's choice vacation period.

1. The vacation period shall start at the end of the last work day of the employee's basic work week preceding the vacation week. Exceptions shall be granted by agreement among the employee, the Union representative, and the Employer.

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 entitled to ten (10) days or fifteen (15) days of annual leave may bid for one selection of five (5) or ten (10) consecutive days of annual leave during any round of vacation bidding. No employee may acquire more than ten (10) or fifteen (15) days of annual leave, as applicable, in the vacation bidding procedure.

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 and State Conventions shall not be charged to the choice vacation period. The leave for National and State Conventions shall be blocked off to insure the delegates may be granted leave in accordance with Article 24, Section 2.B of the National Agreement. An employee who is called for jury duty, or who is an elected delegate or alternate and attends a National or State Convention during the choice vacation period is eligible for another available period, provided this does not deprive another employee of his/her first choice of scheduled vacation. Elected delegates or alternates to National State Conventions will inform their supervisors of the Convention dates as soon as possible.

ITEM H: Determination of the maximum percentage of employee who shall receive leave each week during the choice vacation period.

1. The maximum percentage of Mail Handlers in each section who will be allowed leave during the choice vacation period shall be as follows:

| | |
|---|-----|
| January 1st through April 30th | 11% |
| May 1st through the first full week in September | 16% |
| Second full week in September through November 30th | 11% |

2. Fractions of .5 or greater will be rounded to the next higher whole number. Fractions less than .5 will be rounded to the lower whole number except when less than 1, then 1 will be used.
3. **The percentage will be applied to the total number of career employees assigned in each section to determine the number of employees off during each week of the choice vacation period. This will occur at the vacation planning meeting and posted prior to the start of vacation bidding.**

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

Management shall furnish official written notice to each employee of his/her approved choice vacation utilizing a duplicate PS Form 1547. The duplicate Form 1547 shall be returned by management to the employee as his/her officially approved choice vacation record as soon as possible but no later than fourteen (14) calendar days after March 31st of each year. Choice vacation schedules shall be posted in each section.

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

Management will post on the Official Bulletin Boards no later than November 1st of each year the beginning of the new leave year.

ITEM K: The procedures for submission of application for annual leave during other than the choice vacation period.

1. Applications for Annual Leave for December 1 through the first Saturday in January shall be made in duplicate on Form 3971. Upon approval or disapproval of the employee's request, the Supervisor shall return the copy to the employee as soon as possible upon rendering their decision.
2. Requests for full tour annual leave submitted directly to the employees supervisor more than seven (7) days in advance of the requested days), if approved, shall be granted by seniority. Requests for full tour annual leave submitted directly to the employee's supervisor less than seven (7) days in advance of the requested day(s), if approved, shall be granted on a first come first serve basis.
3. Short Term Annual Leave requests of less than eight (8) hours submitted directly to the employee's supervisor no less than one (1) hour prior to the employee's end tour preceding the day requested, whether in person or by phone, if approved, will be on a first come first serve basis. These requests will only be approved on the day preceding the day requested or the employee's last scheduled work day preceding the day requested.
4. If management determines after disapproval that the employee(s) can be allowed to leave, the employee(s) who had originally requested the leave shall be granted the leave prior to any other employee who requests the annual leave.

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

Overtime Desired Lists shall be by Section within a tour, and tour.

Overtime Scheduling

1. **When possible, there will be one (1) hour advance notice to the Union, and to the employee that will be required to work overtime. However, it is not the intent of the parties to wait until the last hour to notify employees that overtime will be called.**

2. The pecking order to select employees for overtime shall be as follows:
 - a. OTDL employees in section, per Article 8.5.C of the National Agreement.
 - b. OTDL employees by tour, per Article 8.5.C of the National Agreement.
 - c. Daily Volunteers in section, per Article 8.5.D of the National Agreement
 - d. Daily Volunteers by tour, per Article 8.5.D of the National Agreement.
 - e. MHAs, per Article 8.5.D of the National Agreement.
 - f. Mandatory regulars by inverse seniority, on a rotating basis, per Article 8.5D of the National Agreement.
3. Mail Handlers exercising their right to remove their name from the OTDL, shall officially be off the OTDL effective the next day. They can be required to work end tour overtime on the day they remove their name. However, they will not be required to work any before tour, full tour, or end tour overtime (as an OTDL employee) the next day or until the end of the quarter.
4. In addition to the circumstances which allow a Mail Handler to place their name on the OTDL under Article 8.5.A of the National Agreement, a Mail Handler who bids within their section, or has a change in the scheduled hours of their duty assignment (voluntarily or involuntarily), may add their name to the OTDL within fourteen (14) days of the effective date of the change.
5. Mail Handlers may elect to place their name on the Section and/or Tour list. However, Mail Handlers must place their name on the Section (in-section) list to be eligible to place their name on the Tour (out-of-section) list.
6. Mail Handlers may elect to remove their name from the Tour (out-of-section) list, and still remain on the section (in-section) list, for the remainder of the quarter.
7. The parties agree that when an employee on the quarterly OTDL is assigned an overtime opportunity in accordance with Article 8.5.C, the employee is expected to work the overtime as assigned.

Employees signing the OTDL may be required to work up to twelve (12) hours in a service day and up to seven (7) days in a service week. Additionally, they 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.

Exceptions to 8.5.C and 8.5.D, if requested by an employee, may be approved by local management in exceptional cases based on equity, in the following manner:

- a. An employee's request to waive an overtime opportunity will be made on PS Form 3971 and include the general reason for the waiver request in the "Remarks" box of the 3971.
- b. The employee's request to waive an overtime opportunity must be concurred

with by the Union.

c. The Union's concurrence will be annotated in the "Remarks" box of the 3971 and initialed by the concurring steward.

d. Management will then either approve or disapprove the overtime waiver request and sign and date the 3971.

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

The Saint Paul Post Office recognizes its responsibility to aid and assist employees with Light Duty assignments, as specified in Article 13 of the National Agreement. These assignments will be granted on an as needed basis.

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.

Requests for Light Duty Assignments must be made in writing to the Installation Head/Designee and include a physician's statement as to the employee's limitations and duration. These assignments will be subject to review on a thirty (30) day basis. When possible, employees requesting Light Duty will remain in their present work schedule.

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

Consistent with the needs of the service and the employee, the following duties may be combined and utilized when assigning light duty to Mail Handlers:

1. Sack scrutinizing.
2. Culling belt, opening units, patch and repair.
3. Hand canceling of flats and bulkies.
4. Circular cutting.
5. Loading ledges.
6. Pulling panels.
7. Loose pack.
8. Rewrap.
9. Other duties agreed upon by the Installation Head/Designee and the Union consistent with the National Agreement.

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 Article 12.6C4a of the National Agreement is invoked, the sections shall be defined at the P&DC and L&DC as follows, by tour:

- a) L&DC – Pay Locations 601,602,603, as well as any L&DC annex facility (e.g. freight house, South West Cargo, etc.)
- b) Each Postal Station and Branch

- c) Dock/Platform/010 Breakdown – Pay Locations 102, 202, 302
- d) Opening Unit – Pay Locations 128, 228, 328
- e) FSS Unit – Pay Locations 147, 247, 347

ITEM Q: The assignment of employee parking spaces.

Management shall continue to provide employee parking facilities to meet the needs of the employees. The Branch President or a Chief Shop Steward will be consulted with prior to any changes in the utilization of the parking facilities that would have an adverse effect on the availability of employee parking. Management shall consider the needs of the employees, and they shall be given prior notification to implementing any changes.

The NPMHU shall continue to be designated two (2) parking spaces for use in the lot of the St. Paul P&DC.

The NPMHU shall be provide one (1) parking space for use at the L&DC.

ITEM R: The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation scheduled is to be part of the total choice vacation plan.

Leave to attend union activities shall not be charged against choice vacation period.

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

1. Article 12, Section 3B5:

- a) Fifty percent (50%) change in duties (actual duties performed).
- b) A permanent change in an employee's principle assignment area which requires reporting to a different physical location; i.e., station, branch, facility annex, outside of the installation, except the incumbent shall have the option to accept the new assignment.

2. Article 12, Section 3C:

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

3. Article 12, Section 3E3e

- a) The order of Full Time Regular Mail Handler employees out of their sections, as defined in Item S4, shall be:
 - 1) Full time Regulars in an overtime status by inverse seniority.
 - 2. Full time Regulars by inverse seniority.


4. Article 12, Section 4:
 - a) Sections are defined in Item P of this Agreement.
5. Article 12, Section 6C4a:
 - a) Refer to Item P of this agreement.
6. Article 13, Section 3:
 - a) Refer to Items M, N, and O of this Agreement.

ITEM T: Local Implementation of this Agreement relating to seniority, reassignments and posting.

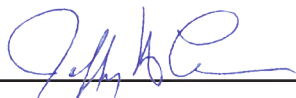
1. Management agrees to provide an updated seniority list to the Union on a quarterly basis.
2. When it is determined to temporarily detail a Mail handler to higher level position (i.e.: Mail Handler Equipment Operator, Machine Operator, Sack Sorter/Keyer, etc.) for a duration of eight (8) hours or more, but less than forty (40) hours, it shall be from the senior, qualified employee in the immediate work area in which the temporarily vacant higher level position exists.
3. When it is necessary to reassign Mail Handlers from St. Paul P&DC to any temporary facility, i.e.: Christmas Annex, Freight House, etc., Management shall afford that opportunity to the senior qualified Mail Handler(s), from the same tour(s), that the facility will be operating.
4. When it is necessary to reassign Mail Handlers from Twin Cities Air Mail Center to any temporary facility, i.e.: Christmas Annex, Freight House, etc., Management shall afford that opportunity to the senior qualified Mail Handler(s), from the same tour(s), that the facility will be operating.
5. In order to facilitate the assignment of Mail Handlers within these sections, the parties agree that employees in each section will be afforded an opportunity to select daily work assignments at the beginning of their tour. For assignments not covered by Article 25 of the National Agreement or Item T 2 of the Local Memorandum of Understanding, employee will be granted their preference of assignment by seniority within their level. An employee who reports to work late may be given any remaining assignment. The parties recognized that orderly operations are mutually beneficial.

MEMORANDUM OF UNDERSTANDING

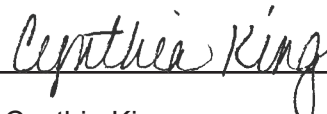
This Memorandum of Understanding is entered into on **October 30, 2020**, at the **St. Paul P&DC and Twin Cities L&DC**, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, A Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the **2019** National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.




for Marvin Rainwater
Plant Manager - Chief Negotiator
St. Paul P&DC - Twin Cities L&DC



Jeff Larsen
Local President - Chief Negotiator
Mail Handlers Local 323



Cynthia King
Manager of Distribution Operations
St. Paul P&DC - Twin Cities L&DC



Edward L. Yun
St. Paul Branch President
Mail Handlers Local 323

USPS Negotiating Team

Marvin Rainwater
Troy Andersen
Shirley White
Eileen Jones - Thomas
Jim Raynes
Casey Morrissette
Peggy Bowman

NPMHU Negotiating Team

Jeff Larsen
Edward Yun
Delicia Johnson
Brian Newhouse
Brian Lay

QUESTIONS AND ANSWERS - 2019 NPMHU LMOU
ST. PAUL P&DC AND TWIN CITIES L&DC

Q1: What force and effect does this Q&A Document have?

A: Q&A's are a collection of jointly agreed upon questions and answers relating to several items included in the Local Memorandum of Understanding. The intent of the Q&A document is to make this information available to union and management personnel for use in settling grievances at the lowest possible level. The Q&A document is not intended to add to, or modify in any respect, the Collective Bargaining Agreement or the current Local Memorandum of Understanding.

ITEM B:

Q2: How will the employees be notified in times covered under Item "B"?

A: Employees will be notified by their immediate Supervisor in the event of an emergency as soon as possible after being informed by the Installation Head/Designee that emergency conditions exist.

ITEM K:

Q3: Is there annual in December?

A: Yes. Employees can request annual leave - but no quota will apply. Approval of annual leave during December is at management's discretion.

ITEM S:

Q4: When Mail Handlers are moved off their bid assignment to another section, are they afforded travel time, and how much?

A: Management will allow a reasonable amount of time for an employee to report to a new assignment.

Q5: Can a Mail Handler bid comments contain the language "as directed by supervisor"?

A: No.

Q6: Can a Mail Handler be required to perform any Mail Handler work within the physical boundaries of his/her section - even if it's not listed on their duty assignment?

A: Yes.

Q7: When it is necessary to temporarily reassign a full-time regular Mail Handler outside of his/her section, what is the order of movement?

A: Normally, the order of movement outside the section shall be by inverse seniority

(juniority), however if employees are working overtime in the section they will be moved out of the section first by juniority.

Q8: When a Full-time regular Mail Handler is reassigned out of their section, can the senior employee volunteer to go first?

A: No, when it is determined to reassign a full-time regular Mail Handler from his/her section the selection shall be by inverse seniority with the exception of full-time regulars on overtime.

Q9: When a full-time Mail Handler is reassigned out of their section can they be replaced by another Mail Handler?

A: Yes, once the junior employee is moved out of section his/her daily work assignment maybe filled by another full-time regular Mail Handler that remains in the section.

Q10: When a full-time regular Mail Handler is moved from their daily work assignment to another assignment within their section, can they be replaced by another employee?

A: No. To the maximum extent possible, employees will be allowed to perform their daily work assignments throughout their tour with the exception of higher level assignments as outlined in Article 25 of the National Agreement, Items T2 or T3 of this LMOU, and/or emergency situations.

ITEM T:

Q11: What daily assignment are available for selection under Item T-5?

A: Item T -5 requires that the daily assignments available for selection at each start time be in an amount equal to the levels and number of the Mail Handlers reporting. For Example: 10 level 5 Mail Mandlers and 15 level 4 Mail Handlers start at 2:00 p.m. Item T-5 requires that 10 level 5 assignments and 15 level 4 assignments be made available for selection.

Q12: For temporary Higher Level assignments of eight (8) hours but less than forty (40) hours, does the senior Mail Handler have a right to work that assignment?

A: Yes, when the need arises for a temporary Higher Level assignment of eight (8) hours but less than forty (40) hours, the senior qualified available Mail handler from the immediate work area (section) shall have the right to work that assignment.

Q13: For Higher Level assignments of less than 8 hours, does the senior Mail Handler have the automatic entitlement to that assignment?

A: No, management has the right to assign the position(s) to those employees who are qualified and available regardless of seniority.

Q14: When a Mail Handler is reassigned to a Higher Level position, can they be replaced in their daily work assignment?

A: Yes, when a Mail Handler is temporarily reassigned to a higher level position, their daily work assignment may be filled by another Mail Handler.

Q15: Are level 4 Mail Mandlers detailed to higher level work entitled to perform higher level duties throughout their entire tour?

A: Not always. The National Agreement provides that Mail Handlers holding level 5 duty assignments (bids) are entitled to perform higher level duties before level 4 Mail Handlers on a detail. Higher level details are governed by Article 25 of the National Agreement and Item T-2 of this LMOU.

Q16: In the St. Paul facility, do I have to sign the "in-section" list to be on the "out-of-section" list?

A: Yes.

Q17: In the St. Paul facility, can I remove my name from the "out-of-section" list, but remain on the "in-section" list for the remainder of the quarter?

A: Yes

Q18: Do Overtime Desired Lists have to be posted and kept up to date in each section?

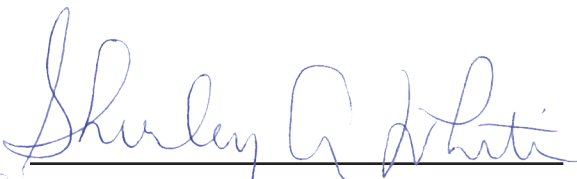
A: Yes

Q19: What is management's responsibility in regard to OT notification when there is less than one-hour notice?


A: If a supervisor has less than one-hour notice, it is their responsibility to inform the employees as soon as possible.

FOR THE USPS


FOR THE NPMHU




for Marvin Rainwater
Plant Manager - Chief Negotiator
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