

LOCAL MEMORANDUM

OF

UNDERSTANDING



BETWEEN



UNITED STATES POSTAL SERVICE
MINOT, ND

AND

MAIL HANDLERS
LOCAL UNION NO. 323

2006 - 2011

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Item A Additional or longer wash-up periods.

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. 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.

In times of civil disorders, bomb threats, or acts of God involving community disasters such as fires, floods, 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, 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 or Designee.
- c. Employees off duty may contact the installation for instructions.
- d. Employees will be expected to report for duty unless notified otherwise by management.

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.
2. There shall be two (2) rounds in the formal choice vacation bidding. The first round shall begin on January 15th. The time and date of the subsequent round will be determined at the January vacation planning meeting and printed on vacation sign-up lists.
3. On each round, the procedure for selecting annual leave during the choice vacation period shall be as follows:
 - a. In each section employees shall sign a vacation sign-up list by seniority indicating their vacation choice. A vacation choice signed must be for consecutive weeks.

- b. Employees entitled to fifteen (15) days of annual leave may select fifteen (15) consecutive days in one round, when continuous vacation weeks are available.
- 4. Mail Handlers changing their assignment by bid shall have their vacation periods honored on the new assignments
- 5. Requests for a change in the basic work week to permit employees to combine days off with annual leave selected under the choice vacation plan must be requested by the employee, and may be approved provided that the request is made to the immediate supervisor on PS Form 3189 and is signed by the employee and the Shop Steward.
- 6. Employees who desire to cancel a choice vacation selection or any portion thereof must do so at least fourteen (14) days prior to the beginning date of the leave by notifying their immediate supervisor. Canceled choice vacation selections shall be posted within forty eight (48) hours from the time an employee notifies his/her immediate supervisor of the cancellation.
- 7. Military Leave shall be charged to the choice vacation period.
- 8. After the choice vacation bidding is completed and vacant weeks still remain 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 PS Form 3971 to his/her immediate supervisor.
- 9. In a case of an employee's death, Management will grant, depending on the needs of the service, annual leave or leave without pay to the employees within that section to attend the funeral. However, at least one (1) employee will be allowed to go to the funeral as a representative of the section.
- 10. Due considerations will be given to all requests for annual leave, including those special events (i.e., birthdays, weddings, wedding anniversaries, religious events, etc.) provided that it does not deprive a Mail Handler of previously approved leave.
- 11. Requests for leave to conduct official Union business made by the representatives of the Minot Branch, Local 323, National Postal Mail Handlers Union, will not be unreasonably denied, 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 first full service week in April and end with the week that contains October 31st, plus the first full week of the deer hunting season.

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

The vacation period shall start 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 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 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.

During each week of the choice vacation period, ten percent (10%) 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 within forty eight (48) hours.

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.

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 received an answer by the day preceding the beginning of the requested annual leave, the employee will, within the first hour of the tour, inquire as to the status of the leave request. If the employee has not been notified of the approval or disapproval of the requested annual leave by the end of the employee's tour, the request shall be approved.

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.

When assignments are to be reserved for light duty in the Mail Handler craft, the Installation Head shall consult with the Union so that no regularly assigned member of the work force will be adversely affected.

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

When an employee requests reassignment to light duty, the Installation Head, who will be guided by the examining physicians report and the employee's ability to perform the duties involved, will consider the following duties to the extent possible when effecting the assignment:

Culling and traying mail
Hanging and labeling sacks
Examining empty sacks
Working empty equipment

Any duties performed on the employee's regular duty assignment that do not conflict with the light duty assignment 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.

1. Tour I, Tour 2 and Tour 3 shall each constitute a section for purposes of reassignment.

Item Q The assignment of employee parking spaces.

The implementation of the local parking program shall be the responsibility of the Installation Head.

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.

Annual Leave to attend Union activities requested prior to the determination of the choice vacation schedule shall be part of the total choice vacation plan.

Item S Those Items which are subject to local negotiations as provided in the following articles:

Article 12, Section .3E3e

If it becomes necessary to temporarily assign a full-time regular Mail Handler outside of his/her section, the method of selection shall be by juniority. If asked by the Supervisor, any full-time regular Mail Handler may volunteer to go first. The return to a section shall be by seniority, Stewards shall be the last out and first in.

Article 12, Section .4

A section will be defined as a tour.

Article 12, Section .6C4a

Refer to Item P

Article 13, Section .3

Refer to Item M, Item N and Item O.

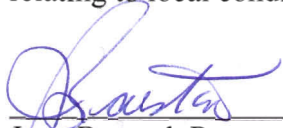
Item T

Local implementation of this Agreement relating to seniority, reassignments and postings.


The Employer shall provide the Union with one (1) bulletin board for the duration of this agreement.

LOCAL MEMORANDUM OF UNDERSTANDING

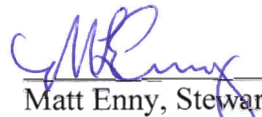
This Memorandum of Understanding is entered into on 9/26, 2007, at Minot, ND, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, **AFL-CIO**, a Division of the Laborers' International Union of North America, pursuant to 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.


Joan Barstad, Postmaster
Minot, ND

Date 9-26-07


Jeff Larsen, President
Mail Handlers Local 323

Date 9/26/07


Matt Enny, Steward
Mail Handlers Local 323

Date 09/26/07