



LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNITED STATES POSTAL SERVICE
ST. PAUL, MINNESOTA
POST OFFICE & AIR MAIL CENTER**

AND

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

LOCAL 323

NOVEMBER 21, 2006 - NOVEMBER 20, 2011

LOCAL IMPLEMENTATION

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SIGNATURE PAGE

LETTER OF INTENT - OVERTIME SCHEDULING

QUESTION AND ANSWER DOCUMENT

Note: New or changed language in this 2006 LMOU is highlighted in bold print.

ARTICLE 30.2

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. The same method of Choice vacation scheduling shall be used in all sections, as identified in Item S-4 of this agreement. Periods of signing will commence no later than March 1st of each year, and must be completed no later than March 31st each year.
 - B. After the Choice Vacation bidding is completed employees who have uncommitted annual leave may request vacant whole weeks that are available on the choice vacation period calendar by submitting a PS Form 3971 to his/her immediate supervisor.
 - C. No employees are allowed to bid for more weeks of annual leave (actual or projected) than they have available for that leave year. At the time the leave is taken, if the employee does not have sufficient Annual Leave to cover the entire week, there is no automatic entitlement to LWOP.
 - D. Employees may cancel their scheduled Choice Vacation period by presenting a written reason of such request to the Installation Head/Designee. Cancellation of choice

vacation must be in whole weeks. It shall be the employee's responsibility to do so as early as possible, but no later than two (2) weeks prior to the week(s) requested.

- E. It is agreed that choice vacation periods which become available due to cancellations will be posted on bulletin boards in that section for period of seven (7) days at a minimum, ten (10) days if possible.
 - F. Mail handlers changing their duty assignment shall have their choice vacation period honored on the new duty assignment, such annual shall not be part of the choice vacation quota of the gaining section, but will remain part of the quota of the losing section.
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.**
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 choice vacation period.

1. The vacation period shall start at the end tour 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.

During the choice vacation period employees shall be granted two selections in units of five (5) or ten (10) days. If all the allowable annual leave is not taken on the initial selection, that balance of the uncommitted time may be taken in the second selection provided it does not deprive another employee of their first selection. The total annual leave requested during the choice vacation period may not exceed:

1. Ten (10) days for employees who earn 13 days annual leave per year;
2. Fifteen (15) days for employees who earn 20 or 26 days per year.

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 complement of a section for determining the percentage of employees to be off on choice vacation bidding will be determined and posted on March 1st according to the total number of **Full-Time and Part-Time Regular bid positions/duty assignments** plus the number of **Part-Time Flexible** employees assigned to the section.

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.

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 as follows, **by tour**:

a) AMC (Pay Locations 601, 602, 603)

1. Any AMC Annex facility (e.g. Freight House, South West Cargo, etc.)

- b) Each Postal Station and Branch
- c) Dock Complex (Pay Locations 102, 202, 302) – the following are identified for reporting purposes only:
 - 1. K-Dock – including all platform/transportation areas and outside areas adjacent to the K-Dock.
 - 2. First Floor Elevators – including all platform/transportation areas on the first floor.
 - 3. North & South Basement Docks – **including all platform/transportation/elevator areas.**
- d) First Floor (Pay Locations **128, 228, 328**) – except for the first floor elevators and **550 Breakdown area.**
- e) Second Floor elevators and elevator areas (Pay Locations **124, 224, 324**)
- f) Third Floor elevators and elevator areas (Pay Locations 130, 230, 330)
- g) Fourth Floor elevators and elevator areas (Pay Locations 147, 247, 347)
- h) Fifth Floor elevators and elevator areas (Pay Locations **136, 236, 336**)
- i) Sixth Floor elevators and elevator areas (Pay Locations 140, 240, 340)

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 White lot of the St. Paul P&DC.

The NPMHU shall be provide one (1) parking space for use at the current AMC.

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.

LOCAL MEMORANDUM OF UNDERSTANDING

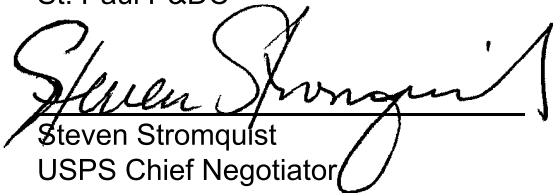
This Memorandum of Understanding is entered into on October 31, 2007, at the St. Paul Post Office between the representatives of the United States Postal Service, and the designated agent(s) of the National Postal Mail Handlers Union, Local 323, a division of the Laborer's International Union of North America, AFL-CIO, pursuant to Article 30 of the 2006 National Agreement. This Memorandum of Understanding, including attachments, constitutes the entire agreement on matters relating to local conditions of employment.

The parties agree to treat each other with mutual respect and dignity in all aspects of employment.

FOR THE EMPLOYER



Greg Pobuda
Plant Manager
St. Paul P&DC



Steven Stromquist
USPS Chief Negotiator

Negotiating Team:
Ray Walters
Julie Weiser
Steve Howard
Jane Kelley

FOR THE UNION



Jeff Larsen
President
Local 323



Douglas Vitek
NPMHU Chief Negotiator

Negotiating Team:
Jeff Larsen
Gerald LaBarre
Craig Bougie

LETTER OF INTENT

To clarify the intent of the parties in regard to Overtime Scheduling, this Letter of Intent is mutually agreed upon to publicize the St. Paul Post Office policy.

Although Letters of Intent may not be considered as binding as the parties' obligation to negotiated contractual provisions, such letters do represent and define policy and procedures which the parties at the local level presently recognize to be mutually beneficial.

Therefore, the parties expect the provision outlined in this Letter to be applied to the maximum extent practical provided that neither Employer nor the Union is restricted to a greater extent than allowable under the terms of the 2006 National Agreement.

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 8.5C of the National Agreement.
 - b. OTDL employees by tour, per Article 8.5C of the National Agreement.
 - c. Daily Volunteers in section, per Article 8.5D of the National Agreement
 - d. Daily Volunteers by tour, per Article 8.5.D of the National Agreement.
 - e. Part-Time Flexibles, per Article 8.5D of the National Agreement.
 - f. Casuals, per Article 8.5D of the National Agreement.
 - g. 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. Mail Handlers on the OTDL, that change tour as a result of a bid award, shall have the right to sign the OTDL on the gaining tour within seven (7) day of reporting for duty on that tour.
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 Overtime Desired List [OTDL] is assigned an overtime opportunity in accordance with Article**

8.5C, the employee is expected to work the overtime as assigned.

Exceptions to 8.5C and 8.5D, 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.**


USPS Chief Negotiator


NPMHU Chief Negotiator

The Letter is placed in the Local Agreement only as a convenience, and is not intended to be part of the negotiable items contained herein through Article 30 on the **2006** National Agreement. This Letter is effective as of **October 31, 2007**, and shall remain in effect for the duration of the **2006** Local Agreement.