
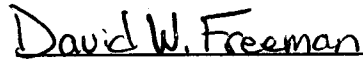


**Memorandum of Understanding**  
**Between**  
**National Postal Mail Handlers Union**  
**Local 333, P&DC Branch**  
**And**  
**The United States Postal Service**  
**Des Moines, Iowa**

**This Memorandum of Understanding is entered into on October 29, 2013 at 8:00 am. 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 2011 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.**

**This Memorandum of Understanding expires at 12 midnight May 20, 2016.**

  
USPS Representative      Date      10/28/2013

  
NPMHU Representative      Date      10-30-13

**Item A: Additional or Longer Wash-up Periods.**

Employees who perform dirty work or work with toxic materials shall be granted the time needed to wash up. Listed hereunder are types of dirty work or work with toxic materials.

1. Dock work
2. Pouch rack pulling
3. Hand stamp work
4. Dumping assignments
5. Break-up tables
6. Sack segregation
7. Operators of M-36's or Mark II'2
8. Parcel post sorting units
9. Bulk mail sacking operations
10. Ordinary paper sacking units
11. Dispatching units
12. Containerizing Operations
13. PIT/PIV Operators
14. Spill Team Members

**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.**

The parties recognize that the Postal Service is the most valid part of the communication machinery of the U.S.A. and that historically this Post Office has provided this service to the Public without interruptions, therefore, as a matter of Policy.

1. Postal operations will not be curtailed or terminated at the post office unless the installation head determines that the conditions so warrant. Consideration shall be given to overall conditions, including, but not limited to:
  - A. The safety and health to employees
  - B. Civil Disorder
  - C. Acts of God
  - D. Hazardous weather conditions
  - E. Advice to local officials
  - F. Curtailment or termination of public transportation
  - G. BDS alert
2. Management shall notify the employee at the earliest possible time of the curtailment or termination of postal operations. Such notifications shall be given by public media (such as T.V, Radio or other available means).
3. All possible consideration will be given to the recommendations of the Local Union designated official.
4. The final decision shall rest with the installation head.

Item C:

**Formulation of Local Leave Program.**

1. In addition to rights granted in Article 10 of the National Agreement, requests for Annual Leave other than those submitted by March 15<sup>th</sup> for the choice vacation period will be considered on a first-come first-served basis in each section on each tour.
2. Request for annual leave selections (Form 3971) for the choice vacation period submitted by March 15<sup>th</sup> will be approved on the basis of seniority in each section on each tour. If submitted in triplicate, a copy of the Form 3971 shall be dated and signed by the supervisor upon receipt and returned to the employee for record of receipt.
3. Notification for the deadline in submitting choice vacation requests shall be posted on all bulletin boards maintained by the United States Postal Service by January 7<sup>th</sup> of the current year.
4. Requests for annual leave, other than those submitted by March 15<sup>th</sup> for the choice vacation period, must be submitted to the supervisor at least five (5) working days prior to the first day of the requested leave. Leave will be approved if the maximum percentage (21%) is not yet reached. A determination to approve or disapprove must be made within two (2) working days from the time of request.
5. If after the two (2) day period, no denial or approval or the requested leave is received, the employee requesting the leave will submit it to the Manager of Distribution Operations (MDO), who must act on it within twenty-four (24) hours.
6. On a daily basis, supervisors must approve or disapprove leave no less than one (1) hour prior to the beginning time of the requested leave, where appropriate.
7. MHAs will not receive leave that includes any time off during a holiday schedule as defined by Article 11.
8. Annual leave already approved when switching tours and/or sections will be retained.
9. A minimum of 32 hours of leave must be used during the service/work week in which the Holiday falls to guarantee being excused for the holiday. If any or all leave, under the 32 hour threshold, is relinquished so is the guaranteed holiday.
10. When annual leave is relinquished, when possible, at least 72 hours advanced notice will be given. The SDO of the section will then offer the leave to the next employee whose leave request has been denied for that time period.

11. For the purpose of granting leave during the choice vacation period. MHAs are considered to be junior to all career MH's regardless of the career MH's seniority date. MHAs will be considered to be in the section they most often work. The two prior pay periods will be used to determine the section most often worked.

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

The duration of the choice vacation period shall be from April 15<sup>th</sup> to September 30<sup>th</sup>

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

At the employee's option, his/her vacation shall begin on the first day of the service week or on the first scheduled day following the employee's non-scheduled days.

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

1. First selection: by seniority, at the employees option, either five (5) or ten (10) days may be selected.
2. Second selection: After all employees have made their first selection, all employees may make a second selection of five (5) or ten (10) days by seniority.

**Item G: Whether Jury Duty and /or Attendance at National or State Conventions shall be charged to the Choice Vacation Period.**

1. The parties agree that jury duty shall not be charged to the choice vacation period.
2. Attendance at National or State conventions of not more than 10 union delegates shall not be charges 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. No mail handler shall be denied a choice vacation selection if less the 21% of the Mail handlers in his/her section have been granted annual leave for the same time period each year. Unless the crew is comprised of less than three employees in which case the number shall not exceed 50%.
2. MHAs will be considered to be in the section they most often work during the two proceeding pay periods.
3. 21% will be determined by the total number of Mail handlers (bids) including the number of MHAs assigned to the section. (e.g. 20 MH bids+2 MHAs=22.22 X 21%=4.62 rounded up =5 MH eligible for prime time leave on any given day).

4. At no time will the percentage be determined by using the daily total number of mail handler (bids) and MHAs (e.g... total number of bids is 13 but on Friday there are only 7. Friday's total number of bids will not be used as the percentage of A/L allowed off on that day. Even if 3971's are submitted for Friday only. Total number of bids, 13 in this example, will be the number used to determine prime time percentages for the day.)

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

After the selection of vacations has been completed, a duplicate copy of the 3971, signed by the supervisor, shall be the official notice of each employee's vacation approved for the choice vacation period. All selections shall be returned by March 30<sup>th</sup>.

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

Notification of the new leave year shall be posted on all order books and bulletin boards by November 1<sup>st</sup>.

**Item K: The procedures for submission of applications for annual leave during other than the choice vacation period.**

1. In addition to rights granted in Article 10 of the National Agreement, requests for annual leave other than those submitted by March 15<sup>th</sup>, for the period of October 1<sup>st</sup> through the end of the leave year will be considered on a first-come first-serve basis in each pay location on each tour.
2. If submitted by March 15<sup>th</sup> of the current leave year, requests for annual leave for the period of October 1<sup>st</sup> through April 14<sup>th</sup> will be approved according to seniority by section. Such requests will be acted on by March 30<sup>th</sup>.
3. If submitted by March 15<sup>th</sup> of the current leave year, requests for annual leave for the period of October 1<sup>st</sup> through the end of the current leave year will be approved according to seniority and pay location. Such requests will be acted on by March 30<sup>th</sup>. Requests for the period, when submitted after March 15<sup>th</sup> will be treated as all other incidental leave and handled accordingly.
4. If after the two (2) day period, no denial or approval of the request leave is received, the employee requesting the leave will submit it to the Manager of Distribution operations (MDO) who must act upon it within twenty-four (24) hours.
5. On a daily basis supervisors must approve or disapprove leave no less than one (1) hour prior to the beginning time of the requested leave, when appropriate.

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

1. The overtime desired list shall be established by each section and each tour.
2. Any employee unable to call home due to required overtime shall be allowed to do so before overtime starts.

3. For each section, full-time regular mail handlers will be allowed to add their names to the following sub-lists: begin-tour, day off, end tour. Each sub-list will rotate independently. If one of the sub-lists is fully utilized and additional overtime is required, employees on the other OTDL sub-lists will be assigned even if those employees have not signed the sub-list for the category of overtime being assigned. It is understood that when employees sign any of the sub-lists, they have in effect signed the "Overtime Desired List". When any sub-list does not provide sufficient employees, management will first assign the overtime to employees on the other sub-lists before assigning it to employees not on the OTDL. A Master OTDL will be maintained and used for rotations of employees that have not signed a given sub-list, rotating from senior to junior.

Overtime will be assigned as follows.

End tour

Available OTDL in-section, which includes day-off OTDL

Available OTDL Out-of-section which includes Day-off OTDL

Volunteer In-section (by seniority) (no rotation) sign up the first two hours of shift

Volunteer Out-section (by seniority) (no rotation) sign up within first two hours of the night

Day off

Available in-section Day-off OTDL

Available out-of-section Day-off OTDL

Volunteers in-section Day-Off (by seniority, no rotation)

Volunteers out-of-section Day-off (by seniority, no rotation)

Pre-tour overtime

Available in-section sub-list OTDL

Available in-section sub-list OTDL (scheduled to work Day-Off)

Available out-of-section sub-list OTDL (regular scheduled first)

All available Day-off out-of-sections OTDL

All available volunteers (by seniority in section volunteer's sign up the first two hours of shift, day prior)

If there is a "tie" situation where the OT could be assigned as ET overtime to one tour or BT OT to the next tour, the tie will be broken in favor of ET overtime. This "tie breaker" provision applies only when comparing "in section" with "in section" OT or "out of section" with "out of section" OT. Specifically, this provision is not intended to allow the assignment of out-of-section OT without first utilizing all available in-section OTDL employees, regardless of tour.

It is understood that all employees may be excused from overtime under the provisions of Section 8.5E of the National Agreement, regardless of whether or not their names are on a particular sub-list. Passes will be reviewed utilizing the provisions set in Article 8.5 of the National Agreement. Additional passes will be considered so long as OTDL and volunteers are available.

The stopping point for recording OTDL rotations shall include the last person in the rotation that has had the opportunity to work, even if that employee has asked to be passed over and the request has been granted.

Light or limited-duty mail handlers on the overtime desired list who are qualified and available will be considered to be part of the section where their primary duties are performed.

Unassigned regulars will be considered to be part of the out of section rotation only.

Mail Handlers on the OTDL that have had their schedules temporarily changed to different tours will be part of the out-of-section rotation only. They will also have the responsibility of notifying their respective supervisor of their availability to work overtime.

Make-up overtime will be on the next available, similar opportunity (BT-IS, ET-OS, DO-IS etc.) as long as the employee being assigned make-up OT is not within the rotation of OTDL employees being assigned overtime at the same time. If the employee passes for the next available opportunity or goes home sick after the call is made or fails to stay, the employee waives the make-up OT.

All OTDL rotations will be recorded. Those records will include the start and stop points for the rotation. The rotation records will be preserved so either party can ascertain the OT rotations, particularly the start and stop points, at a later date. Management will make records for all OT rotations available to the Union as soon as practicable (normally during the same tour) after the overtime assignments are determined. OTDL procedures and record keeping will be the same for all three tours utilizing the computer.

Employees can choose to be duly notified via voice mail or answering machine only if they have signed a statement acknowledging this practice. In order for this provision to apply, the notification must be made at least 8 hours in advance of the start of the requested OT. The statement is binding unless revoked by the employee in writing. Other employees will only be considered available to work if personal contact is achieved.

If the employee is notified of scheduled overtime, he or she is expected to be present for the overtime. Attendance requirements in Part 665.41 of the ELM apply to overtime as well as to other scheduled work hours: Employees are required to be regular in attendance. Failure to be regular in attendance may result in disciplinary action, including removal from the Postal Service."

If an employee scheduled for overtime fails to show up (including notification via voice mail or answering machine), they will be considered AOT. If management telephones an employee and there is no answer, a second call will be made before passing over the employee. A union representative will verify the second call. When OT is scheduled, employees who do not come in for or stay the entire scheduled time will be considered absent from overtime (AOT). If an employee turns in a 3971 for the portion of the overtime they do not complete, it will be documented as an unscheduled occurrence. If the employee is released from ET OT by the following

tour, it will be the responsibility of the supervisor releasing the employee from the overtime to notify the employee's immediate supervisor so that the employee is not marked as AOT.

In regards to ET and BT overtime, the assignment of OT hours may be time specific and called accordingly. What this means is that management will determine how many employees will work overtime in a given section and when the overtime will begin, and for how many hours. Both parties acknowledge that not all OT is time specific and justification will be provided by management upon request. Example: If overtime is needed for five employees for two hours after tour in SPBS Section beginning at 7:00 AM, employees whose tour ends before or after 7:00 can properly be passed over, unless the time gap is not significant (e.g. 15 minutes or less).

If an employee on the desired list has an unscheduled injury or illness-related absence for the current day, or an unscheduled early end tour for injury or illness, then the employee will be considered unavailable for the following day off overtime opportunity or begin tour overtime opportunity. The employee would not be considered available again until they report for their next regularly scheduled day unless the employee gives written notice of their availability (e.g. in the "Remarks" section of Form 3971. As overtime calls are generally made during the first half of the tour, employees should give notice (of their availability for begin-tour or day-off OT on the next day) within the first two hours of their scheduled tours.

Any items that may arise while calling the overtime that are not addressed in The National Agreement or the Local Memorandum will be left at the discretion of management pending discussion with the NPMHU.

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

There shall be at least seven (7) temporary light duty assignments reserved for the mail handler craft

1. There shall be at least four (4) permanent light duty assignments reserved for the mail handler craft.

**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.**

All light duty assignments shall be made in accordance with the attending physician's or chiropractor's certification. Employees found to be eligible for light duty assignments under this provision shall be assigned duties compatible with their limitations.

In addition to the rights granted under this Memorandum of Understanding and Articles 7, 12, &13 of the National Agreement, all available mail handler work shall be assigned to light duty mail handlers on a priority basis. All efforts should be made to place the mail handlers in the area where they usually work.

1. If the assigned light duty is in another craft, the union representative shall be contacted.



2. Before an employee from another craft is assigned to a light duty position in the mail handler craft, the mail handler craft branch president shall be consulted.

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

Light duty assignments, both temporary and permanent, for all mail handlers on all three tours will include:

1. Facing rejects (sit down)
2. Hand stamp (sit down)
3. Opening table
4. Flat canceller
5. Mail messenger
6. Making meter mail cardboard boxes
7. Patch up (sit down)
8. Withdrawing non-Machinable mail from automation
9. FSM mail prep
10. Receiving and dispatching empty equipment to and from stations and branches
11. Loading ledges
12. Traying mail
13. Culling mail
14. Mail collection
15. Re-wrap (sit down)
16. Breaking bundles
17. Cleaning sleeves
18. Replacing knife blades
19. Scanning and placarding
20. In addition to other MISC assignments within the craft description as capable

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

In addition to rights granted in Article 12 of the National Agreement, work locations shall compromise a section when it is proposed to reassign within an installation employees excessed to the needs of a section. There shall be no change in existing sections for the life of this agreement these work locations will be.

1. Truck terminal
2. Incoming letters and flats
3. Outgoing letters, flats and opening unit
4. APBS
5. Flat sorter section
6. Automation
7. Banding operations

**Item Q: The assignment of employee parking spaces.**

To the maximum extent possible, all parking spaces shall be on a first come, first served basis. There shall be one (1) parking space for the mail handler union designated agent.

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.**

Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule shall not be part of the total choice vacation plan.

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

**Article 12, Section .3B5**

When the duties within a duty assignment/bid changes more than 50% and/or require reposting to a different facility (i.e. 12.3b7b) it shall be reported for bid. The incumbent shall have the option to accept or decline the changed duties within the duty assignment/bid and/ or the different facility.

**Article 12, section .3c**

Posting of the mail handler craft shall be installation wide

1. It shall be the responsibility of the mail handler to leave notice with the administrative assistant to the plant manager concerning possible bids desired while on leave.
2. If a posted bid is withdrawn the union will be notified of the reason
3. The branch president will receive copies of, by e-mail or other means, the successful, vacant, pre-posting, pre-awards or other communications with HRSSC as soon as received or sent by management.
4. Remove "as needs of service require" from Mail Handler bids.

**Article 12, Section /3E3g**

When it is necessary to move a full-time regular mail handler off the employees duty assignment and/or out of the employees assigned section, and there is more than one mail handler present in the duty assignment and/or section, when possible, movement off the employees duty assignment and/or out of the employees section shall be by inverse seniority, except that such movement shall be by seniority among any mail handlers present who volunteer.

Order of movement will be:

1. Senior volunteer
2. Casuals
3. MHAs order of movement by relative standing
4. Employees from other crafts
5. Employees on schedule changes from other tours
6. Scheduled day off, by juniority (whether forced or volunteer)
7. Regular scheduled by juniority.

8. Exceptions to Number 6 and 7 may include higher level and/or skilled assignment when the junior employee may not be the employee sent out of section.

**Article 12, section .4**

A section will be defined as the following

1. Work location
2. Tour

**Article 12 Section .6c4a**

Refer to Item P of this memorandum

**Article 13 Section .3**

Refer to Items M, N, and O of this memorandum

Item T: **Local implementation of this agreement relating to seniority, reassignment, and posting.**

**Seniority:**

In addition to rights granted in Article 12 of our National Agreement seniority shall govern bidding, vacation, overtime desired list, holiday scheduling and release, reassignment within an installation, and excessing.

The seniority list shall be updated and posted on all employee bulletin boards in each section at the start of each calendar quarter. The seniority list will be updated each time a n employees is added or leaves and each time a seniority date is adjusted. The Union will promptly receive copies of the updated lists.

Tie-breakers within the MHA classification will be based on their relative standing.

**Reassignment**

Excessing out of the installation shall be by juniority installation wide.

**Posting**

Bid Postings shall be installation wide and posted on all official Bulletin boards.

Holiday schedules, vacation schedules, and overtime desired lists shall be posted in each section for each tour.

The union shall be provided all postings.

Item 1 **Safety and Health**

- A. Safety Committee

The President of Local 333 or his designee shall serve on the Labor Management Safety and Health Committee. Local 333 will actively promote Safety and Health.

B. Misc.

1. One (1) set only, Poncho or rain coat and hat will be made available to Mail Handlers involved in courtesy collection duties.
2. Equipment Tagged for repair must not be operated.
3. No employee will be allowed to operate powered industrial equipment that is powered by electric motor (battery) or internal combustion (flammable gasses) without an appropriately endorsed certificate of vehicle familiarization and safe operation.

Item 2 **Employee Services**

At least 4 bulletin boards will be provided for NPMHU Local 333. The current Local 333 bulletin boards are located at or near;

1. Break room on the first floor.
2. Lunch room on the second floor.
3. Coffee Room north of elevator 1
4. Flat sorter section.
5. Future locations will be by mutual agreement.

Item 3 **Scheduling**

Management shall fully consult with Local 333 whenever there is a change in schedule.

Item 4 **Labor Management Committee Meetings**

Management shall meet with all unions in a joint meeting and representatives of the Mail Handler craft can be present. Meetings will be held at the P&DC, at an agreed upon time on the last Thursday of each month, unless otherwise agreed. The Branch President will be provided the minutes as promptly as possible. Method of receipt by either hard copy or electronically will be mutually agreed upon.

**Separability**

Should any part of the "Memorandum of Understanding" or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation, such invalidation shall not apply to the remaining portion of the "Memorandum of Understanding" and they shall remain in full force and effect.

**Addendum to Article 11**

Day-off volunteers will be scheduled to work during a holiday schedule prior to MHAs being scheduled.