
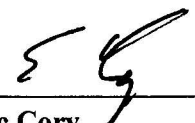


**Memorandum of Understanding  
Between  
National Postal Mail Handlers Union  
Local 333, NDC Branch  
And  
The United States Postal Service  
Des Moines, Iowa**

**This Memorandum of Understanding is entered into on November 13, 2020 at 12:30PM 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 2019 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.**

  
\_\_\_\_\_  
John Easter  
USPS Representative                      Date

  
\_\_\_\_\_  
Eric Cory  
NPMHU Representative                      Date

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

Mail Handlers performing dirty work or working with toxic materials shall be granted reasonable wash-up time.

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 communications 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 conditions so warrant. Consideration shall be given to overall conditions, including, but not limited to:
  - a. The safety and health of employees.
  - b. Civil disorders.
  - c. Acts of God.
  - d. Hazardous weather conditions.
  - e. Advice of local authorities
  - f. Curtailment or termination of public transportation.
2. Management shall notify the employees at the earliest possible time of curtailment or termination of Postal operations. Such notification shall be given by public media, such as, T.V., radio, or other available means.
3. All possible considerations will be given to the recommendation of the Local Union Designated Official.
4. The final decision shall rest with the installation head.

Item C: **Formulation of Local Leave Program.**

Section 1. Leave Granted by Seniority

- a. For the purpose of this section MHAs are considered junior to all full-time mail handlers. Granting leave under this provision is contingent upon the MHA having a leave balance of at least forty (40) hours at the time management acts on the request.
- b. Annual leave requests for the choice vacation period will be granted on the basis of seniority by tour for requests that are in accordance with Item F. For the purpose of this provision, requests for 32 hours and / or 72 hours of annual leave

which include a scheduled holiday, as defined in Article 11.1, shall be considered as in accordance with Item H.

- c. The submission deadline for annual leave requests for the choice vacation period for the current leave year shall be January 31<sup>st</sup>.

#### Section 2. Leave Granted – First Come, First Serve

- a. Requests for annual leave during the choice vacation period and for durations less than those defined in Item F will be granted on the basis of “first come, first served.”
- b. Requests for annual leave as defined in (a) above will be accepted beginning February 1<sup>st</sup>. Requests received on or before February 21<sup>st</sup> will be considered by seniority. If a request for annual leave is submitted after February 21<sup>st</sup>, but at least seven (7) days prior to the first day of the requested annual leave and the request is for two (2) hours or more, it shall be granted using 15% as the leave on any one day. If the leave request includes any one workday when the 15% has already been attained, it shall not be granted. Any request for cancellation of previously approved incidental leave must be received by management at least four (4) calendar days prior to the leave date or it will not be considered. Leave requests for less than two (2) hours submitted more than six (6) days in advance will not be considered.
- c. Requests for annual leave must be acted upon by management within two (2) calendar days of submission.
- d. LWOP, Military Leave, Union LWOP, Sick Leave and Continuation of Pay (COP) are not considered “leave” under this provision.

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

The Duration of the choice vacation period shall be from March thru November and the weeks that include the Christmas and/ or New Year’s holiday(s) for the current leave year.

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

The vacation period shall start on the first day of the employee’s basic work week.

The vacation period for MHAs shall start on the first day of their customary work week as determined by their schedule for the preceding 3 months.

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, including MHAs, may, at their option, if they have sufficient balance request two (2) selections during the choice vacation period as follows:

1. Employees who earn thirteen (13) days of annual leave per year may request two (2) selections in units of five (5) continuous working days each or one (1) selection of ten (10) continuous working days; the total not to exceed ten (10) working days.
2. Employees who earn twenty (20) or twenty-six (26) days of annual leave per year may request two (2) selections consisting of either one unit of five (5) working days and one unit of ten (10) working days, or two units of five (5) working days each; the total selection not to exceed fifteen (15) working days.

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

1. Jury duty will not be charged to the choice vacation period.
2. Attendance at National and State Conventions will 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.**

1. The maximum percentage of Mail Handler craft employees including MHAs to receive leave, if applied for; each week during the choice vacation period will be 15 percent per tour.
2. The maximum percentage of Mail Handler craft employees including MHAs to receive leave, if applied for, each week that includes the Christmas and/ or New Year's holiday(s) will be 10 percent per tour.
3. For purposes of complying with the percentages per tour, an employee's leave shall be counted within the service week where the majority of the leave is taken.

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

The return of the duplicate copy of Form 3971 shall be official notice to each employee of the vacation schedule approved for such employee. Notification shall be by February 12<sup>th</sup> and a Choice Vacation Period schedule shall be posted on the bulletin board in each pay location by February 18<sup>th</sup>.

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 October 15<sup>th</sup>, 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 requesting advance leave shall submit a Form 3971, in duplicate, to Management. When approved or disapproved and signed by Management the duplicate shall be returned to the employee within two (2) calendar days of submission.

Consideration for such leave shall be on a “first come, first served basis”.

For the purpose of this section, MHAs are not required to have a leave balance of at least 40 hours.

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

“Overtime Desired” lists (OTDL) shall be by tour. Full-time Regular Mail handlers on each tour may add their names to any of the overtime desired sub-lists at the start of each calendar quarter for the following types of overtime.

1. Pre-tour overtime, with a separate rotation for each start-tour time that differs by more than one-half hour from the prevalent start-tour time. (Currently, Tour 2 has a three (3)-hour sub-list for overtime starting at 4:00 AM and a two (2)-hour sub-list for overtime starting at 5:00 AM).
2. Day-off overtime.
3. After-tour overtime, with a separate rotation for each end-tour time that differs by more than one-half hour from the prevalent end-tour time. Individual mail handlers generally will not be given pre-tour or after-tour OT opportunities of more than two (2) hours unless all of the OTDL members with different begin-tour or end-tour times are granted the same type of OT

opportunity (i.e. pre-tour or after-tour) on the same day. For example, it is intended that employees with end-tour times of 2:30 PM will not be assigned more than two (2) hours of after-tour OT unless all of the OTDL employees with end-tour times of 4:00 PM are offered after-tour OT opportunities.

All names that remain on an OTDL sub-list at the end of a calendar quarter will be carried over to the same sub-list for the next quarter.

All of the sub-lists will be considered part of the OTDL provided for by Article 8 of the National Agreement. Employees that sign at least one of the sub-lists will be considered to be on the OTDL. When one of the sub-lists is fully utilized but management intends to assign additional overtime work, other employees on the OTDL will be assigned, even if those employees have not signed the sub-list for the category of overtime being assigned. 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.

Overtime will be assigned to members of the mail handlers bargaining unit as follows:

Pre-tour overtime

Available sub-list OTDL (sub-list rotation)

Available sub-list OTDL (scheduled to work day-off, by rotation)

All available volunteers (by seniority, no rotation)

Volunteer MHAs

Non-volunteer MHAs

Available master OTDL (by rotation)

Mandatory for available full-time regulars (by inverse seniority and rotation)

Day-off

Available day-off OTDL (rotation)

Volunteers for day-off OT (by seniority, no rotation)

Volunteer MHAs

Non-volunteer MHAs

Available master OTDL (by rotation)

Mandatory for available full-time regulars (by inverse seniority and rotation)

After-tour

Available sub-list OTDL (including OTDL members working their days off)

Volunteers that sign up during the first two hours of shift (by seniority, no rotation)

Volunteer MHAs

Non-volunteer MHAs

Available master OTDL (by rotation)

Mandatory for available full-time regulars (by inverse seniority and rotation)

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

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

All make-up OT opportunities will be in the same category (pre-tour, day off, or after-tour) for which the overtime bypass occurred. In addition at the discretion of the employee, OTDL employees scheduled to work pre tour make-up overtime opportunities will not be precluded from working after tour overtime even if they exceed 12 hours on that day.

Regular mail handlers working OT on their days off will be assigned to perform the work of their (bid) duty assignments unless such assignment would displace a full-time regular not in OT status whose duty assignment includes the same duties.

The overtime schedules (for after-tour OT on the same day and pre-tour and day-off OT for the next day) should be posted at the time clocks of units that are operational prior to the second break for each tour (presently 5:20 AM on T1, 1:20 PM on T2, and 9:20 PM on T3). If the schedule is not posted by the second break, management will identify all employees on the OT schedule who are working at the time and verbally notify each of them.

Management will maintain a list of contact information for employees on the OTDL. Employees can specify a single telephone number or email address that management will use to notify them of scheduled OT. If requested, management will send text messages instead of using voicemail.

Management will continue to maintain the book in the general clerk's office that employees use to specify the time periods during which they want to be excluded from OT.

#### **Sign-Up Sheet for MHA Extra Hours**

Management will maintain a quarterly "Extra Hours Sheet (EHS)" for MHAs. MHAs may add their names to the EHS prior to the start of each calendar quarter. Sign-up sheets for the EHS will be posted and maintained on the bulletin boards nearest to each mail handler time clock, on or before the 17<sup>th</sup> day of the month preceding each calendar quarter. MHAs may volunteer for the same hours categories as mail handlers on the

OTDL (e.g. after-tour). MHA names remaining on each sub-list of the EHS at the end of a calendar quarter (e.g. after-tour) will be carried over to the list for the next quarter. During a calendar quarter, MHAs can remove their names from a sub-list, or from the EHS itself, by giving written notice to management. The notice will be effective upon receipt.

The EHS is strictly advisory. It is intended to help management identify and assign MHAs that desire extra work and, wherever possible, avoid assigning extra hours to MHAs that do not want extra work. If management bypasses an MHA on the EHS while acting in good faith, there will be no recourse in the grievance procedure.

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

The number of reserved light-duty assignments in the Mail Handler craft will be 4% by tour of the current mail handler craft including career and MHAs.

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.**

Management will be guided by Article 13, Section 13.3C of the National Agreement in assignment of light duty.

In order to ensure that the light duty assignments guaranteed by Item M are actually reserved, the parties will make this a topic of all discussions concerning bid (duty assignment) structure.

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

The United States Postal Service and the Union recognize the responsibility to aid and assist postal employees who, through illness or injury, are unable to perform their regularly assigned duties. Any request for light-duty assignment shall be determined by Management with consideration given to the provisions of Item M of the Local Memorandum of Understanding. Management may consult with the Union representative and/or Branch President of the disabled employee to determine an available light-duty assignment. Management will not deny a request for consultation by the Union. Each request for light duty will be considered on its merits in accordance with Article 13 of the National Agreement and Item M of the Local Memorandum of Understanding. The maximum effort will be made to assign an employee who is recovering from an injury or illness to duties which he or she can perform in this installation with due consideration given to the nature of injury or illness and operating efficiency. This consideration will include the recommendation of the medical unit and/or physician(s) medical reports. Rewrap, debris belt, placarding, color coding, scanning, loop monitoring, sack verification, staging empty containers will be utilized as

practical to provide light-duty work. Other light duty work, within the employee's medical restrictions may be designated by Management in addition to the above.

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.**

Management shall identify section as a tour.

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

To the maximum extent possible, all parking spaces shall be on a "first come, first serve" basis.

Any proposed change in the parking procedure will first be discussed with the Des Moines NDC Branch President.

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**

No assignment will be reposted because of change of duties unless the change in duties exceeds 50 percent.

**Article 12, Section /3E3e**

When it becomes necessary to temporarily reassign full-time employees outside their bid assignment area, the following principle shall apply:

When it becomes necessary to temporarily reassign regular employees outside their duty assignments (i.e. their bids) the senior volunteer shall have the first opportunity for reassignment and, if there are no volunteers, the junior non-volunteer will be reassigned. This applies to all duty assignments that have the same duties and pay level. Example: If a level 5 SPBS mail handler is reassigned outside his or her duty assignment, the assignment will not displace a level 4 SPBS mail handler. The level 5 SPBS employee would be assigned level 4 work in the SPBS area only if it would not displace a level 4 SPBS employee.

Regular employees working on their scheduled days off will be assigned in their duty assignments so long as there is sufficient work and doing so does not displace an employee working the same duty assignment (i.e. same duties) during his or her regular schedule. Example: Employee A is senior to Employee B and both have the same duty assignment (i.e. same duties). If it is Employee A's day off and both are working during the hours of Employee B's duty assignment, but Management intends to reduce the number of employees during the workday, Employee A would be reassigned unless Employee B volunteers for temporary reassignment and Employee A does not volunteer.

An employee with a different duty assignment will not be allowed to displace an employee who is working their duty assignment on a scheduled day off. Example: A level 5 SPBS mail handler working within the hours of his duty assignment who is not needed to perform his bid duties would not be allowed to displace a level 4 SPBS employee working in his duty assignment on his scheduled day off.

Once a regular is voluntarily reassigned to another section, other employees can properly be assigned in the section temporarily vacated by the volunteer.

#### **Article 12, Section .6C4a**

The sections Inbound, Outbound, APBS, Priority, HSTS, Secondary, Rewrap, Leakers, Hazmat, NMO, MTE, and SSM shall be defined by pay location and bid within an area.

For the purpose of temporary detail to higher level positions within the craft, the above sections are recognized.

#### **Temporary Out-of-Section Level 5 Assignments**

In order to receive temporary Level 5 assignments in a section outside their bid area, employees must sign the Temporary Out-of-Section Level 5 Assignment Book (Level 5 Book) that is maintained in the General Clerk's Office. Level 4 and 5 mail handlers can volunteer by signing the sheet for a specific service week. Employees must make their entries in the Level 5 Book no later than the Tuesday immediately prior to the start of the service week. The same deadline applies to withdrawing from the Level 5 Book for a specific service week. The sheets will include spaces for qualified mail handlers to specify whether they are volunteering for Dumpers, Loaders, PIV, or Sack Sorter. Employees must number their selections if they enter more than one choice on the sheet.

Qualified employees that make timely entries in the Level 5 Book will be considered as volunteers for the entire applicable service week. Employees will be selected from the Level 5 Book according to plant-wide seniority and

individual qualifications. If additional employees are still needed after the Level 5 Book is exhausted, the Employer will assign other employees as needed. To the extent practicable, qualified and available MHAs will be assigned such work prior to selecting non-volunteer full-time employees.

**Article 13, Section 3**

The principles of Items M, N, and O shall apply.

Item T: **Local Implementation of this agreement relating to Seniority, Reassignments and Posting.**

Each time a mail handler is added to or leaves the NDC work force, or when the seniority date of a mail handler is adjusted, the Des Moines NDC Branch President will receive an updated seniority list.

**Holiday scheduling**

- A. Holiday scheduling will be done by tour.
- B. Full-time regulars that volunteer to work on a scheduled day off will be selected ahead of MHAs for holiday work.